

IT IS EXPECTED THAT A QUORUM OF THE PERSONNEL COMMITTEE, BOARD OF PUBLIC WORKS, PLAN COMMISSION, AND ADMINISTRATION COMMITTEE WILL BE ATTENDING THIS MEETING; (ALTHOUGH IT IS NOT EXPECTED THAT ANY OFFICIAL ACTION OF ANY OF THOSE BODIES WILL BE TAKEN)

**AMENDED AGENDA**

**CITY OF MENASHA**  
**Common Council Meeting**  
**Council Chambers, 3rd Floor- 140 Main St., Menasha**  
January 2, 2007

7:00 PM

**AGENDA**

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**I. CALL TO ORDER**

A.

**II. PLEDGE OF ALLEGIANCE**

A.

**III. ROLL CALL/EXCUSED ABSENCES**

A.

**IV. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE**

**Minutes to approve:**

A. Administration Committee, 12/18/06

☐

[Attachments](#)

B. Board of Public Works, 12/18/06

☐

[Attachments](#)

C. Common Council, 12/18/06

☐

[Attachments](#)

D. Personnel Committee, 12/18/06

☐

[Attachments](#)

**Minutes to receive:**

E. NM Fire Rescue, Joint Finance & Personnel Committee; 12/19/06

☐

[Attachments](#)

F. Housing Authority, 12/20/06

☐

[Attachments](#)

G. Library Board, 11/21/06

☐

[Attachments](#)

H. NM Sewerage Commission, 11/28/06

☐

[Attachments](#)

I. Park and Recreation Board, 12/11/06

☐

[Attachments](#)

- J. Park and Recreation Board, 11/13/06** ☐ [Attachments](#)
- K. Public Hearing, 12/18/06; Special Use Permit-Kenwood Commons** ☐ [Attachments](#)
- L. Public Hearing, 12/18/06; Rezoning-Province Terrace** ☐ [Attachments](#)

**Communications:**

- 1. Robert Stevens to Ald. Merkes, 12/22/06; Televising of Council Meetings** ☐ [Attachments](#)
- 2. Brian Stedl to Ald. Merkes, 12/18/06; Televising of Council Meetings** ☐ [Attachments](#)
- 3. Brock Anderson to Ald. Merkes, 12/23/06; Televising of Council Meetings** ☐ [Attachments](#)
- 4. Cathy Pavich to Ald. Merkes, 12/27/06; Televising of Council Meetings** ☐ [Attachments](#)
- 5. Charlotte Reimer to Ald. Merkes, 12/28/06; Televising of Council Meetings** ☐ [Attachments](#)
- 6. Chris Evenson to Ald. Merkes, 12/19/06; Televising of Council Meetings** ☐ [Attachments](#)
- 7. Christopher Ziel to Ald. Merkes, 5/1/06; Televising of Council Meetings** ☐ [Attachments](#)
- 8. David, Dan & Nancy Zelinski to Ald. Merkes, 12/28/06; Televising of Council Meetings** ☐ [Attachments](#)
- 9. Diana Super to Ald. Merkes, 12/27/06; Televising of Council Meetings** ☐ [Attachments](#)
- 10. Dick Malueg to Ald. Merkes, 12/20/06; Televising of Council Meetings** ☐ [Attachments](#)
- 11. Ald. Merkes, 12/28/06; Post Crescent Editorial: *Menasha Aldermen do disservice to constituents*** ☐ [Attachments](#)
- 12. Comp. Stoffel, 12/28/06; Elan Bill** ☐ [Attachments](#)
- 13. Ald. Merkes, 12/28/06; Fox Politics.net: Comments** ☐ [Attachments](#)
- 14. Ald. Merkes, 12/28/06; Fox Politics.net article: *Televising and Franchise Taxes*** ☐ [Attachments](#)
- 15. Ald. Merkes, 12/28/06; Post Crescent: It's Your Call** ☐ [Attachments](#)
- 16. Joan Michel to Ald. Merkes, 5/1/06; Televising of Council Meetings** ☐ [Attachments](#)
- 17. JoAnn Harvey to Ald. Merkes, 12/26/06; Televising of Council Meetings** ☐ [Attachments](#)
- 18. Joanne Roush to Ald. Merkes, 12/21/06; Televising of Council Meeting** ☐ [Attachments](#)
- 19. Kathy Miller to Ald. Merkes, 4-30/06; Televising of Council Meetings** ☐ [Attachments](#)
- 20. Kim Schick to Ald. Merkes, 12/23/06; Televising of Council Meetings** ☐

- |  |                          |                             |
|--|--------------------------|-----------------------------|
| 21. Laurie Luenhord to Ald. Merkes, 4/30/06; Televising of Council Meetings                            | <input type="checkbox"/> | <a href="#">Attachments</a> |
| 22. Marjorie Velurgrass to Ald. Merkes, 12/28/06; Televising of Council Meetings                       | <input type="checkbox"/> | <a href="#">Attachments</a> |
| 23. Marty Pavich to Ald. Merkes, 12/27/06; Televising of Council Meetings                              | <input type="checkbox"/> | <a href="#">Attachments</a> |
| 24. Mary Ann Mulvey to Ald. Merkes, 12/27/06; Televising of Council Meetings                           | <input type="checkbox"/> | <a href="#">Attachments</a> |
| 25. Mary Nebel to Ald. Merkes, 12/28/06; Televising of Council Meetings                                | <input type="checkbox"/> | <a href="#">Attachments</a> |
| 26. Mary Tellock to Ald. Merkes, 4/30/06; Televising of Council Meetings                               | <input type="checkbox"/> | <a href="#">Attachments</a> |
| 27. Michael Hansel to Ald. Merkes, 11/12/05; Televising of Council Meetings                            | <input type="checkbox"/> | <a href="#">Attachments</a> |
| 28. Mike Austin to Ald. Merkes, 5/1/06; Televising of Council Meetings                                 | <input type="checkbox"/> | <a href="#">Attachments</a> |
| 29. Patty Ulrich to Ald. Merkes, 12/26/06; Televising of Council Meetings                              | <input type="checkbox"/> | <a href="#">Attachments</a> |
| 30. PWD Radtke, 12/28/06; 2007 Asphalt Paver Tabulation  | <input type="checkbox"/> | <a href="#">Attachments</a> |
| 31. Ald. Merkes, 12/28/06; Post Crescent Letter: <i>Menasha meetings belong on television</i>          | <input type="checkbox"/> | <a href="#">Attachments</a> |
| 32. Ald. Merkes, 12/28/06; Post Crescent Letter: <i>Menasha aldermen betrayed constituents</i>         | <input type="checkbox"/> | <a href="#">Attachments</a> |
| 33. Rachel Fitzgerald to Ald. Merkes, 12/28/06; Televising of Council Meetings                         | <input type="checkbox"/> | <a href="#">Attachments</a> |
| 34. Robert & Delores Jacobson to Ald. Merkes, 12/28/06; Televising of Council Meetings                 | <input type="checkbox"/> | <a href="#">Attachments</a> |
| 35. Ruth Hawkinson to Ald. Merkes, 4/30/06; Televising of Council Meetings                             | <input type="checkbox"/> | <a href="#">Attachments</a> |
| 36. Mayor Laux, 12/28/06; Red, White & Blue Financial Report   | <input type="checkbox"/> | <a href="#">Attachments</a> |
| 37. Sandra Dabill to Ald. Merkes, 12/28/06; Televising of Council Meetings                             | <input type="checkbox"/> | <a href="#">Attachments</a> |
| 38. The Wire Newsletter, 1/07  | <input type="checkbox"/> | <a href="#">Attachments</a> |
| 39. Menasha Utilities, 12/27/06; Water Treatment Plant Modifications-12/06 Monthly Construction Report | <input type="checkbox"/> | <a href="#">Attachments</a> |
| 40. Wisconsin Taxpayers Alliance, 12/18/06   | <input type="checkbox"/> | <a href="#">Attachments</a> |
| 41. WPPI Benefit Plan Trust to CA/HRD Brandt, 12/7/06; Certificate of Appreciation                     | <input type="checkbox"/> | <a href="#">Attachments</a> |

**V. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY**

**Five (5) minute time limit for each person**

A. -

## **VI. APPOINTMENTS**

A. -

## **VII. CLAIMS AGAINST THE CITY**

A. -

## **VIII. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS**

A. -

## **IX. REPORT OF COMMITTEES/BOARDS/COMMISSIONS**

### **A. Plan Commission:**

1. None

### **B. Administration Committee:**

1. LPHD Performance Consolidated Grant Program Contract for Jan. 1, 2007 to December 31, 2007 between Division of Public Health of the Department of Health and Family Services and Menasha Health Department and authorize signature ☐ [Attachments](#)
2. Choice One Communications, Application for Service and Agreement for 2007 and authorize signatures ☐ [Attachments](#)
3. Purchase of 535 First St. from Winnebago County for 16, 610.26 ☐ [Attachments](#)
4. Contract with UW-Fox Valley for taping of Council and Committee meetings, and authorized signatures ☐ [Attachments](#)
5. Accounts payable and payroll for the period of 12-20-06 to 12/28/06 for the amount of \$585, 844.98 ☐ [Attachments](#)

### **C. Board of Public Works:**

1. None

## **X. ORDINANCES AND RESOLUTIONS**

- A. O-37-06 - An Ordinance Relating to Recreational Fires ☐ [Attachments](#)
- B. O-39-06 - An Ordinance Relating to Prohibited Left Turns ☐ [Attachments](#)
- C. R-01-07 - A Resolution Pertaining to Televising Common Council Meetings ☐ [Attachments](#)

## **XI. HELD OVER BUSINESS**

A. -

## **XII. COUNCIL DIRECTIVES**

- A. CA/HRD Brandt - Update on Heckrodt Annexation (Ald. Chase)
- B. CA/HRD Brandt - Financial Report on costs paid to Atty. Horowitz (Ald. Taylor)
- C. CA/HRD Brandt - Status of hiring Public Works employees (Ald. Merkes)
- D. CA/HRD Brandt - Status of Gatehouse Property (Ald. Hendricks)



- E. CDD Keil - Status of 535 First St. (Ald. Taylor)**
- F. CDD Keil - Status of 87 Racine St. (Ald. Taylor)**
- G. CDD Keil - Status of movie theater project**
- H. PWD Radtke - Update on progress of reinstalling street lights (Ald. Hendricks)**
- I. Mayor Laux - Red, White & Blue Committee financial report (ald. Taylor)**

**XIII. CITIZEN REPRISE** (People from the gallery to be heard; only pertaining to matters on the agenda - five (5) minute time limit for each person)

- A. -**

**XIV. ADJOURNMENT**

- A. -**

**CITY HALL CLOSED** - Monday, January 1, 2007

**MEETING NOTICE**

**Monday, January 15, 2007-Council Chambers**

**Common Council - 7:00 p.m**

**Administration Committee - 6:00 p.m**

**Board of Public Works - 6:30 p.m**

"Menasha is committed to its diverse population. Our Non-English speaking population or others with disabilities are invited to contact the Menasha City Clerk at 967-5117 24 hours in advance of the meeting for the City to arrange special accommodations."

CITY OF MENASHA  
ADMINISTRATION COMMITTEE  
Council Chambers, 3<sup>rd</sup> Floor  
140 Main Street, Menasha  
December 18, 2006

**DRAFT**

**MINUTES**

- I. Meeting called to order by Chairman Eckstein at 5:45 p.m.  
Present: Ald. Eckstein, Michalkiewicz, Chase, Merkes, Taylor, Wisneski, Pack, Hendricks.  
Also Present: Mayor Laux, CA/HRD Brandt, PC Stanke, FC Vander Wyst, DPW Radtke, CDD Keil, PHD Nett, Comp/Treasurer Stoffel, MU GM Young, Clerk Galeazzi, and the Press.
- A. Update on Steam Utility Project and Water Treatment Plant Project. (Discussion only)  
Steam Utility Project: GM Young reported the staff is in full operations mode. There are a few minor maintenance issues but the operation of the plant is going well. They are working on insulating the storage tanks. Some maintenance issues will be addressed during the holiday shut-down of the mills. The in-house task team has been formed and they are putting together a list of items to address. One of the first items to address is coal procurement. Staff will put together an RFP for distribution to vendors.
- CA/HRD Brandt reported that an arbitrator has been selected and is working with both parties to schedule a date for a meeting to move forward on the case.
- Water Treatment Plant: The crew continues to pour concrete for the walls. They are about halfway through the project. They are on schedule and within budget on this project.
- B. Approval of Democratic, Republican and Non-Partisan poll worker lists for the City of Menasha For 2007 election year, pursuant to Wis. State Statutes 7.30  
No Questions or Discussion.
- C. Contract with UW-Fox Valley for taping of Council and Committee meetings, and authorized signatures.
- Comp/Treasurer Stoffel explained the amount budgeted for 2007 for taping of meetings is \$17,500. CA/HRD Brandt explained the contract was prepared by UW-Fox Valley. When the total amount billed reaches the amount of \$15,000 stated in the contract, taping of meetings will cease until direction is given by the Council
- D. Recommendation for Custodian Services at Public Protection Building for 2007.  
No Questions or Discussion.
- E. Grant Agreements between Winnebago County and City of Menasha for the term Jan. 1, 2007 to Dec. 31, 2007, for 1) Senior Center Coordinator; 2) Senior Center Activity Coordinator; 3) Older Adult Health Screening Program, and authorized signatures.  
No Questions or Discussion.
- F. Determine Policy regarding advertising vacancies in City newspaper.
- CA/HRD Brandt explained the current procedure of advertising for employment vacancies in the City newspaper is getting expensive. He is looking for direction from the Council on other alternatives for advertising. He suggests using the City Website, other Internet employment sites and word of mouth as other alternatives. If the Council directs him to continue with advertising in the City newspaper, they would need to increase his advertising budget.
- G. Request for HR Director to exceed advertising budget.
- CA/HRD Brandt explained this item would need to be acted on if the Council directs him to continue to advertise in the City newspaper for filling employment vacancies.
- H. Contract with Fox Valley Humane Association. (Available Monday)  
No Questions or Discussion.
- I. Price Increase-Uniform Dwelling Code (UDC) Seals.  
No Questions or Discussion.

J. O-37-06 – An Ordinance Relating to Recreational Fires.

This ordinance would change the requirement of a recreational fire permit from annual to permanent. The permit will expire when the property owner no longer owns the property for which the permit is issued.

Discussion ensued on keeping it on annual bases to stay consistent with the City of Neenah, making it easier for the N-M Fire Dept. to enforce the ordinance. Residents will be kept up on any changes to the rules and requirements with requiring annual renewal of permits. Requiring annual renewal will help keep a current list of those who hold permits for reference by Police and Fire Depts.

The revenue generated from recreational fire permits is part of the 2007 budget.

Supporters of this ordinance explained requiring property owners to purchase a permit for a recreational fire on their own property is just another tax. People do not get much for the current fee of \$15. There is no additional training provided by the Fire Dept.

K. O-39-06 – An Ordinance Relating To Prohibited Left Turns.  
No Questions or Discussion.

L. R-49-06 – Resolution Authorizing Redemption Of A Portion Of The General Obligation  
Promissory Notes, Dated June 15, 2000.

Comp/Treasurer Stoffel explained the remaining balance of these Notes is \$125,000 and the City has the funds available now to pay off before the maturity date of April 1, 2008. Paying this off early saves the City interest charges. This bond covered Public Works projects.

M. Accounts payable and payroll for the period 12-7-06/12-14-06 for the amount of \$456,913.77

Ck. #10518-Accent Floral & Gifts-\$260 – five funeral arrangements.

Ck. #10611-Batteries Plus-\$39.99 – battery replacements for Refuse Dept.

Ck. #10626-Interstate Battery-\$121.90 – batteries for City garage equipment.

Ck. #10644-City of Menasha Treasurer-\$243.15 – delinquent utility amount on wrong tax bill

Ck. #10534-David & Kuelthau-\$1,175 – representing City's interest in WISCO properties foreclosure.

Ck. #10632-Laib Restoration - \$3,135. – repair work done at Memorial Building.

Ck. #10656-Stumpf Creative Landscapes-\$630 – trees planted along River walk.

II. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Pack to adjourn at 6:34 p.m.

**Motion carried on voice vote.**

Deborah A. Galeazzi  
City Clerk

CITY OF MENASHA  
BOARD OF PUBLIC WORKS  
Third Floor Council Chambers  
140 Main Street, Menasha  
Monday, December 18, 2006  
**MINUTES**

- I. Meeting called to order by Chairman Taylor at 6:35 p.m.  
Present: Ald. Eckstein, Michalkiewicz, Chase, Merkes, Taylor, Wisneski, Pack, Hendricks.  
Also Present: Mayor Laux, CA/HRD Brandt, PC Stanke, FC Vander Wyst, DPW Radtke, CDD Keil,  
Comp/Treasurer Stoffel, Clerk Galeazzi, and the Press.
- II. Change Order:
  - A. Carl Bowers & Sons Construction Co. Inc.; Sanitary Sewer and Water Main Extension Project;  
Contract Unit No. 2005-06; DEDUCT \$3,571.50 (Change Order No. 2 and Final)  
No Questions or Discussion.
  - B. Vinton Construction Co.; River Street Relocation Roadway Construction; Contract Unit No. 2005-06;  
ADD; \$5,526.25 (Change Order No. 1)  
  
DPW Radtke explained part of the change order amount was for the time it took to move road 5 feet  
away from the building that resulted in the trim crew having to wait to complete their project.
- III. Payments:
  - A. Carl Bowers & Sons Construction Co. Inc.; Sanitary Sewer and Water Main Extension  
Project; Contract Unit No. 2005-06; \$5,711.13 (Payment No. 3 and Final)  
No Questions or Discussion.
  - B. Vinton Construction Co.; River Street Relocation Roadway Construction;  
Contract Unit No. 2006-06; \$26,245.23 (Payment No. 4)  
No Questions or Discussion.
  - C. Dorner, Inc.; Nature's Way; Contract Unit No. 2006-08; \$130,339.05 (Payment No. 1)  
No Questions or Discussion.
  - D. Carl Bowers & Sons Construction Co., Inc.; Province Terrace; Contract Unit No. TIF 9 2006-07;  
\$301,014.48 (Payment No. 1)  
No Questions or Discussion.
- IV. Expiration of 90 Day Trial Period for 4-Way Stop Traffic Control at Deerhaven Dr. and Southfield Dr.

DPW Radtke recommends removing the 4-way stop signs and performing a traffic engineering study at this intersection to see if it warrants a 4-way stop. Wisconsin municipalities are required to adhere to the guidelines established in the Manual of Uniform Traffic Control Devices. He has received responses to the notice that went out to residents in this area regarding the expiration of the 90-day trial. Five responses were in support of the 4-way stop sign and six did not support a 4-way stop sign at this intersection.

Chairman Taylor opened the discussion for the people in the gallery to speak.

Gary O'Dell, 1310 Southfield Drive. The reason for putting the stop signs up was to reduce speeding, it hasn't help, still have people speeding on Southfield; should install speed bumps.

Cal Tesch, 1242 Southfield Drive. The stop signs have reduced speeding on Southfield.

Lynn Nichols, 1225 Southfield Drive. The stop signs have helped reduced speeding.

6:50p.m. - recessed for public hearing

6:51p.m. - reconvened

IV. Expiration of 90 Day Trial Period for 4-Way Stop Traffic Control at Deerhaven Dr. and Southfield Dr.  
(Cont'd)

Caroline Breier, 1202 Southfield Drive. The stop signs have helped reduced speeding.

DPW Radtke explained a traffic engineering study could be done without removing the stop signs. However, it would not be an accurate study to show the speeding problem.

Discussion ensued on installing the stop signs before performing the traffic engineering study in the first place was for safety purposes.

6:55p.m. – recessed for public hearing.

7:07p.m. – reconvened.

V. Expiration of 90 Day Trial Period for 4-Way Stop Traffic Control at First Street and Appleton Street;  
500 – 600 Blocks of First Street

Chairman Taylor opened the discussion for the people in the gallery to speak.

Craig Wussow, 608 First Street. Support 4-way stop; other people in neighborhood also support 4-way stop.

Greg Jones, 600 First Street. Support 4-way stop; has made big difference with traffic on First St. If signs pulled know, may make it more confusing to motorist.

Ann-Marie Junion, 613 First Street. Way do study know? Neighbors have seen benefit with having 4-way stop sign at this intersection.

Chairman Taylor reported on responses received from notice sent to residents in the area of First Street and Appleton Street. All four people that responded support a 4-way stop sign at the intersection of First Street and Appleton Street.

VI. Request for Traffic Control Signage at the Intersection of Wittmann Drive and Parkside Drive

DPW Radtke explained he has contacted the Town of Menasha Street Superintendent and he was told the Town would like the request for a traffic control sign to go through its appropriate board for consideration and any follow up action. The Town Street Superintendent with report back after their Board meets on this item.

VII. Adjournment

Moved by Ald. Wisneski seconded by Ald. Pack to adjourn at 7:29 p.m.

**Motion carried on voice vote.**

Deborah A. Galeazzi  
City Clerk

CITY OF MENASHA  
COMMON COUNCIL  
Council Chambers, 3<sup>rd</sup> Floor  
140 Main Street, Menasha  
Monday, December 18, 2006  
**MINUTES**

**DRAFT**

I. Meeting called to order by Mayor Laux at 7:40 p.m.

II. PLEDGE OF ALLEGIANCE

Members of Troop #14 lead in the Pledge of Allegiance

III. ROLL CALL/EXCUSED ABSENCES

Present: Eckstein, Michalkiewicz, Chase, Merkes, Taylor, Wisneski, Pack, Hendricks.

Also Present: Mayor Laux, CA/HRD Brandt, PC Stanke, FC Vander Wyst, DPW Radtke, CDD Keil,  
PRD Tungate, Comp/Treasurer Stoffel, Clerk Galeazzi, and the Press.

Dept. Head Excused: PHD Nett

IV. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

- A. Administration Committee, 12/4/06
- B. Board of Public Works, 12/4/06
- C. Common Council, 12/4/06

Moved by Ald. Michalkiewicz seconded by Ald. Eckstein to approve Minutes A-C.

**Motion carried on voice vote.**

Minutes to receive:

- D. Safety Committee, 11/28/06
- E. Information Technology Steering Committee, 11/15/06
- F. Water & Light Commission, closed session-Family Medical Leave; 11/22/06
- G. Water & Light Commission, closed session-Non-represented compensation; 11/22/06
- H. Water & Light Commission, 11/22/06
- I. Board of Health, 11/8/06
- J. Plan Commission, 12/13/06

Communications:

- 1. Wisconsin Taxpayers Alliance; 11/27/06, 12/4/06
- 2. Calumet County Legislative Committee Minutes, 12/1/06
- 3. Mayor Laux, 12/7/06; Sister City Agreement, Letter from Dr. Thompson, SR-1-01, 2004 Sister City memo
- 4. Dept. of Natural Resources, 12/6/06; Air Pollution Control Permit for 450 Milwaukee St., Menasha
- 5. Senator Ellis to Deputy Clerk Sewall, 11/30/06; Receipt of Council approved resolution R-43-06
- 6. CDD Keil, 12/13/06; Heckrodt Annexation
- 7. NM Red Cross to Menasha Health Dept., 12/06; Thank You note
- 8. Dennis Briggs to NM Fire Rescue, 12/7/06; Thank You note
- 9. PHD Nett, 12/11/06; Senior Center Furnace
- 10. Independent Inspections, 12/13/06; Permits issued for November 2006
- 11. Public Works Facility, 12/13/06; November 2006 Disposal Violations

Moved by Ald. Michalkiewicz seconded by Ald. Eckstein to receive Minutes D-J and Communications 1-11.

Discussion: Ald. Merkes, Minutes E, Thanked PC Stanke for his support on Novus Agenda.

**Motion carried on voice vote.**

V. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY

(Five (5) minute time limit for each person)

- A. Jerry Wittmann, 1290 Fieldview Drive. Concerned with rezoning of Province Terrace, should be sent back to Plan Commission
- B. Kevin Benner, 1190 Fieldview Drive. Concerned with rezoning of Province Terrace, disappointed that Stone Toad was sold to residents as primarily a banquet hall, more activity in bar area.
- C. Ken Kubiak, 1214 Fieldview Drive. Opposed to rezoning of Province Terrace, should be sent back to Plan Commission.
- D. Barb Elmer, 1250 Fieldview Drive. Opposed to rezoning of Province Terrace. Moved to that area to live in subdivision that is all residential.
- E. Ruby Williquette, 1242 Fieldview Drive. Oppose to rezoning of Province Terrace.
- F. Jim Feavel, 1226 Fieldview Drive. Oppose to rezoning of Province Terrace.

VI. APPOINTMENTS

VII. CLAIMS AGAINST THE CITY

VIII. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

IX. REPORT OF COMMITTEES/BOARDS/COMMISSIONS

A. Plan Commission, 12/12/06 recommends approval of:

1. Special Use Permit for Kenwood Commons on Parkside Drive with the following conditions:
  - a. A site plan prepared in accordance with Menasha Ordinance 13-1-12 and meeting the requirements of the R-4 Multi-Family High Density Residence District be submitted for review by the Menasha Plan Commission no later than September 30, 2007.
  - b. The site plan and building configuration shall generally correspond to the conceptual development plan presented to the Plan Commission on December 12, 2006.
  - c. The developer files an agreement with the City of Menasha stipulating to a payment in lieu of taxes (PILOT) in the event that the development becomes tax exempt within the statutory life of Tax Incremental District #6.

Moved by Ald. Merkes seconded by Ald. Hendricks to approve.  
Discussion

**Motion carried on roll call 8-0.**

2. Rezoning – Province Terrace/Oneida Street of the following parcels:
  - a. Lots 1,2,16-18, Province Terrace Plat from R-1 Single Family Residential to C-1 General Commercial;
  - b. Lots 3-9, Province Terrace Plat from R-1 Single Family Residential to C-3 Business and Office;
  - c. Parcels 7-54, 7-56, 7-52-1, 7-52-2, and 7-52-3 from R-1 Single Family Residential to C-1 General Commercial and;
  - d. Parcels 7-50-3 and 7-53-1 from C-3 Business and Office to C-1 General Commercial.

Moved by Ald. Merkes seconded by Ald. Eckstein to refer back to Plan Commission.  
Discussion

**Motion carried on roll call 8-0.**

B. Administration Committee, 12/18/06:

1. Approval of Democratic, Republican, and Non-Partisan poll worker lists for the City of Menasha for 2007 election year, pursuant to Wis. State Statutes 7.30

Moved by Ald. Eckstein seconded by Ald. Wisneski to approve.

**Motion carried on roll call 8-0.**

2. Contract for UW-Fox Valley for taping of Council and Committee meetings, and authorized signatures

Moved by Ald. Hendricks seconded by Ald. Wisneski to approve.

Moved by Ald. Merkes seconded by Ald. Hendricks to amend #11 of contract to read "That in no circumstances shall the entire amount of contract expenditures exceed the sum of \$15,000 without Council approval."

**Motion on amendment fails on roll call 4-4.**

**Ald. Merkes, Taylor, Wisneski, Hendricks – yes.**

**Ald. Pack, Eckstein, Michalkiewicz, Chase – no.**

Moved by Ald. Merkes seconded by Ald. Hendricks to amend #2 of contract to read "That UW –Fox Valley has Previously videotaped City of Menasha Common Council meetings for broadcast and is willing to enter into an agreement to video record meetings of the Common Council beginning the first regularly scheduled Common Council meeting after the contract signing. Further, that budget sessions and special meetings shall also be video recorded for broadcast as directed by Council."

**Motion on amendment fails on roll call 3-5**

**Ald. Merkes, Taylor, Hendricks – yes.**

**Ald. Wisneski, Pack, Eckstein, Michalkiewicz, Chase – no.**

IX. REPORT OF COMMITTEES/BOARDS/COMMISSIONS, Cont'd.

B. Administration Committee, 12/18/06, Cont'd:

2. Contract for UW-Fox Valley for taping of Council and Committee meetings, and authorized signatures, Cont'd.

Moved by Ald. Taylor seconded by Ald. Merkes that the amount of the contract not exceed \$16,000.  
Discussion.

Motion withdrawn.

Discussion.

**Motion to approve contract fails on roll call 4-4.**

**Ald. Merkes, Taylor, Wisneski, Hendricks – yes.**

**Ald. Pack, Eckstein, Michalkiewicz, Chase – no.**

3. Recommendation for Custodian Services at Public Protection Building for 2007

Moved by Ald. Eckstein seconded by Ald. Wisneski to approve recommendation of a service agreement with Servicemaster Building Maintenance.

Discussion.

**Motion carried on roll call 5-3.**

**Ald. Wisneski, Pack, Eckstein, Michalkiewicz, Chase – yes.**

**Ald. Merkes, Taylor, Hendricks – no.**

4. Grant Agreement between Winnebago County and City of Menasha for the term Jan. 1, 2007 to Dec. 31, 2007, for 1) Senior Center Coordinator; 2) Senior Center Activity Coordinator; 3) Older Adult Health Screening Program, and authorized signatures

Moved by Ald. Eckstein seconded by Ald. Wisneski to approve.

**Motion carried on roll call 8-0.**

5. Determine Policy regarding advertising vacancies in City newspaper

Moved by Ald. Wisneski seconded by Ald. Merkes to implement a trial of filling positions without the use of newspaper advertising.

Motion carried on roll call 7-1. Ald. Eckstein – no.

6. Request for HR Director to exceed advertising budget

No Action Required.

7. Contract with Fox Valley Humane Association.

Moved by Ald. Eckstein seconded by Ald. Michalkiewicz to approve.

**Motion carried on roll call 8-0.**

8. Price Increase – Uniform Dwelling Code (UDC) Seals

Moved by Ald. Eckstein seconded by Ald. Wisneski to approve.

**Motion carried on roll call 8-0.**

9. Accounts payable and payroll for the period 12-7-06/12-14-06 for the amount of \$456,913.77

Moved by Ald. Eckstein seconded by Ald. Wisneski to approve.

**Motion carried on roll call 8-0.**

IX. REPORT OF COMMITTEES/BOARDS/COMMISSIONS, Cont'd.

C. Board of Public Works, 12/18/06:

1. Change Order:

- a. Carl Bowers & Sons Construction Co. Inc.; Sanitary Sewer and Water Main Extension Project; Contract Unit No. 2005-06; DEDUCT \$3,571.50 (Change Order No. 2 and Final)

Moved by Ald. Taylor seconded by Ald. Pack to approve.

**Motion carried on roll call 8-0.**



- b. Vinton Construction Co.; River Street Relocation Roadway Construction; Contract Unit No. 2005-06; ADD; \$5,526.25 (Change Order No. 1)

Moved by Ald. Taylor seconded by Ald. Pack to approve.

**Motion carried on roll call 8-0.**

2. Payments:

- a. Carl Bowers & Sons Construction Co. Inc.; Sanitary Sewer and Water Main Extension Project; Contract Unit No. 2005-06; \$5,711.13 (Payment No. 3 and Final)

Moved by Ald. Taylor seconded by Ald. Pack to approve.

**Motion carried on roll call 8-0.**

- b. Vinton Construction Co.; River Street Relocation Roadway Construction; Contract Unit No. 2006-06; \$26,245.23 (Payment No. 4)

Moved by Ald. Taylor seconded by Ald. Pack to approve.

**Motion carried on roll call 8-0.**

- c. Dorner, Inc.; Nature's Way; Contract Unit No. 2006-08; \$130,339.05 (Payment No. 1)

Moved by Ald. Taylor seconded by Ald. Eckstein to approve.

**Motion carried on roll call 8-0.**

- d. Carl Bowers & Sons Construction Co., Inc.; Province Terrace; Contract Unit No. TIF 9 2006-07; \$301,014.48 (Payment No. 1)

Moved by Ald. Taylor seconded by Ald. Hendricks to approve.

**Motion carried on roll call 8-0.**

3. Expiration of 90 Day Trial Period for 4-Way Stop Traffic Control at Deerhaven Drive and Southfield Drive

Moved by Ald. Taylor seconded by Ald. Hendricks to approve a traffic engineering study with the current stop signs in place.

**Motion carried on roll call 7-1. Ald. Eckstein – no.**

4. Expiration of 90 Day Trial Period for 4-Way Stop Traffic Control at First Street and Appleton Street; 500 – 600 Blocks of First Street

Moved by Ald. Taylor seconded by Ald. Pack to approve a traffic engineering study with the current stop signs in place.

**Motion carried on roll call 7-1. Ald. Eckstein – no.**

5. Request for Traffic Control Signage at the Intersection of Wittmann Drive and Parkside Drive  
No Action

X. ORDINANCES AND RESOLUTIONS

- A. O-36-06 – An Ordinance Relating to Meetings of the Common Council Meeting, Administration Committee and Board of Public Works.

Moved by Ald. Merkes seconded by Ald. Hendricks to adopt O-36-06.

Discussion:

**Motion fails on roll call 3-5.**

**Ald. Merkes, Taylor, Hendricks – yes.**

**Ald. Wisneski, Pack, Eckstein, Michalkiewicz, Chase – no.**

- B. O-37-06 – An Ordinance Relating to Recreational Fires.

Moved by Ald. Taylor to suspend the rules and take up O-37-06.

No Second, Motion dies.

C. O-39-06 – An Ordinance Relating to Prohibited Left Turns

No Action

D. R-49-06 – Resolution Authorizing Redemption of a Portion of the General obligation Promissory Notes,  
Dated June 15, 2000.

Moved by Ald. Michalkiewicz seconded by Ald. Wisneski to adopt R-49-06.

Discussion.

**Motion carried on roll call 8-0.**

XI. HELD OVER BUSINESS

- A. Agreement with Schenck Government and Not For Profit Solutions to provide Audit Services to the City of Menasha and Menasha Utilities for fiscal years 2006, 2007 and 2008, and authorize signatures.  
(Held 12/4/06)

Moved by Ald. Merkes seconded by Ald. Hendricks to direct Comp/Treasurer Stoffel to request proposals for services to conduct the City audit.

**Motion carried on roll call 5-3.**

**Ald. Merkes, Taylor, Hendricks, Eckstein, Chase - yes**

**Ald. Wisneski, Pack, Michalkiewicz – no.**

XII. COUNCIL DIRECTIVES

- A. CA/HRD Brandt – 1) Status of Gatehouse property (Ald. Hendricks)  
CA/HRD Brandt reported all required documents have been signed. He is trying to schedule a closing date with Evans Title. He and the representative from Evans Title have left messages for each other for the past week.  
2) Status on SCA Tax Exemption (Ald. Eckstein)  
CA/HRD Brandt read an e-mail he received from Atty Robert Horowitz regarding the exemption claim of SCA Tissue pending before the State Board of Assessors. The Board will issue a decision by April 2007. The City will have an opportunity to appeal decision before State Tax Appeals Commission.  
The Cities of DePere and Green Bay have cases pending before the Appeals Commission with the same issues as the City of Menasha. Atty. Horowitz is also representing the Cities of DePere and Green Bay.  
3) Update on Heckrodt Annexation (Ald. Chase)  
The legal description for the annexation included the road. So DPW Radtke recommending not including the road as part of the annexation. Staff will be working on a new legal description and will need to go through the same process of publishing.
- B. CDD Keil - 1) Status of 535 1<sup>st</sup> St. (Ald. Taylor)  
CDD Keil reported he has an understanding with Winnebago County for a fix purchase price of \$16,600. He will be bringing a proposal to the Council for their review on this property. The plan is to purchase this property with funds from housing grants. Then making the property available to Habitat for Humanity.  
2) Status of 87 Racine St. (Pending DNR information) (Ald. Taylor)  
Waiting on the DNR. Nothing new to report.

XII. COUNCIL DIRECTIVES, Cont'd.

- B. CDD Keil – 3) Status of movie theater project (Ald. Hendricks)  
CDD Keil reported the owner is working on the interior of the theater. No completion date has been set.
- C. DPW Radtke – Update on progress of reinstalling street lights. (Ald. Merkes)  
DPW Radtke reported he has been working with the Superintendent from Utilities. The utilities crews have been working on other project that has more urgency with the cold weather setting in
- D. Comp Stoffel, CA/HRD Brandt & Mayor Laux – Information on Budget Implementation (Ald. Wisneski)  
CA/HRD Brandt explained the motions made during the previous budget review sessions have been done in an incorrect order. He was explaining the proper procedure.  
Comptroller Stoffel explained the implementation of expenditures of budget items becomes effective Jan. 1 of the budget year.  
Mayor Laux explained that cost savings budget items can take place before the first of the budget year.

Next Agenda: Ald. Hendricks – 1) Status of Gatehouse property; 2) Status of theater project;  
3) Reinstallation of street lights; 4) Élan bill

Ald. Merkes – Hiring of PWF employees.

Ald. Chase – Heckrodt Wetland Reserve Annexation

Ald. Taylor – 1) Financial Report of Red, White, Blue Committee;

2) Financial Report of services of Atty. Robert Horowitz;

3) Sister City Flag in Council Chambers; 4) Status of 535 1<sup>st</sup> St; 5) Status of 87 Racine St.

Ald. Michalkiewicz – Larsen Study Report.

XIII.CITIZEN REPRIZE (People from the gallery to be heard; only pertaining to matters on the agenda –  
five (5) minute time limit for each person)

- A. Stan Sevenich, 645 9<sup>th</sup> St. 1) Council should follow CA Brandt's advice on open meetings law;  
2) Don't give up on television of council meetings, public needs to be informed on City government.
- B. Mary Nebel, 713 1<sup>st</sup> St. 1) Not television council meetings is a disservice to residents;  
2) Ordinance O-36-06 changing time of council and committee meetings needed to be passed to  
give residents more time for their input.
- C. Bob Stevens, 360 1<sup>st</sup> St. 1) Televising is only way for some people to view meetings, residents need to  
know what is happening; 2) Should change time and night of committee meetings to give Council  
members more time before voting on an issue.
- D. Jeff Riedl, 408 Appleton St. Franchise fee paid by subscribers should be used for televising of meetings;  
Should put meetings on website for residents that don't have cable; 2) Should have committee meetings  
on different night than council meeting to allow for residents input.
- E. Sue Wisneski, 1232 DePere St. Not approving agreement with Schenck has put extra burden on Comptroller  
Stoffel. He works well with Schenck; need to support Comptroller Stoffel's recommendation.
- F. Don Merkes, 377 Nassau St. Thanked residents for watching the taped meetings; not approving contract  
is taking a step back for open government, going back to when decisions were made in the back room out  
of view of the residents.

XIV.ADJOURNMENT

Moved by Ald. Eckstein seconded by Ald. Taylor to adjourn at 9:56 p.m.

**Motion carried on voice vote.**

Deborah A. Galeazzi  
City Clerk

CITY OF MENASHA PERSONNEL COMMITTEE  
Common Council Chambers  
140 Main Street, Menasha, WI  
Monday, December 18, 2006  
**MINUTES**

I. Meeting called to order by Chairman Michalkiewicz at 10:00 p.m.

A. Roll Call

Present: Ald. Eckstein, Michalkiewicz, Chase, Merkes, Taylor, Wisneski, Pack, Hendricks  
Mayor Laux  
Also Present: CA/HRD Brandt, Clerk Galeazzi

B. Recommendation to direct the Human Resources Director to develop a merit based system  
For annual salary adjustments for Department Heads and Supervisors. (Ald. Merkes)

Discussion ensued on developing a merit-based system rather than giving salary increases based on longevity.

Mayor Laux explained the merit-based system was used in the past and was a not a fair way for public sector. The current plan is less costly than merit plan.

CA/HRD Brandt explained not many municipalities use a merit-based system for pay increases for their employees.

Moved by Ald. Merkes seconded by Ald. Hendricks to recommend to Common Council for HRD Brandt to develop a merit-based system.

Discussion.

Motion withdrawn

Moved by Ald. Merkes seconded by Ald. Hendricks to direct HRD Brandt to bring back to Personnel Committee ideas for a merit-based system of annual salary adjustments for Department Heads and Supervisors.

**Motion carried on roll call 9-0.**

C. Review of videotape of previous Common Council meeting (Ald. Taylor)  
Unable to view videotape due to equipment problems.

II. ADJOURNMENT

Moved Ald. Taylor seconded by Ald. Merkes to adjourn at 10:50 p.m.

**Motion carried on voice vote.**

Deborah A. Galeazzi  
City Clerk

Neenah-Menasha Fire Rescue  
Finance & Personnel Committee Meeting  
Tuesday, December 19, 2005  
3<sup>rd</sup> Floor Council Chambers – City of Menasha

Chairman Stevenson called the meeting to order at 5:30 p.m.

Present: Ald. Sue Wisneski, Steve Pack, Tom Michalkiewicz, Mark Lange, John Ahles, and Todd Stevenson.

Also Present: Chief Len Vander Wyst, Director Tom Stoffel and Administrative Assistant Tara Theisen.

Approval of Minutes: **MSC Pack/Michalkiewicz to approve the minutes from the meeting on October 24, 2006, all voting aye.**

Fire Commission Minutes: These were shared with Committee members as information only. There were no questions from any members on the minutes.

Ald. Ahles entered the meeting at 5:33 p.m.

Month End Budget Report: The committee reviewed November's month end budget report along with a memo from Chief Vander Wyst regarding overtime for 2006. Due to the number of employees taking FMLA for various reasons we will be over our budgeted amount for overtime. Chief Vander Wyst said he has cut back on other purchases and costs within the overall budget and his goal is to make sure he comes within the overall budgeted amount for 2006. **MSC Lange/Pack to accept November 2006 budget report, all voting aye.**

Activity Report: October and November's activity reports were reviewed by the Committee. **MSC Lange/Ahles to accept October and November's activity report, all voting aye.**

2007 Operating/Capital Budget Review: Chief Vander Wyst explained that the Menasha City Council didn't approve the line item budget for the purchase of an ATV vehicle for the department. However, the Neenah City Council did approve our budget in its entirety. After speaking to Director Easker about Neenah's portion for this, he has been advised that Neenah's portion for the ATV will not be spent and will remain in the budget but will not be used. Chief Vander Wyst also said there is a grant that is available for the purchase of an ATV. The Menasha Police Department will be applying for this grant and there may be an opportunity for our department to apply for grant funds along with the Menasha Police Department. However, at this point their needs for the ATV are very different from ours so we may apply for the grant by ourselves. He will keep the committee updated on what our department decides to do.

Automatic Aid Discussions with Appleton and Town of Menasha: Chief Vander Wyst said he recently had a meeting with the chiefs from the Town of Menasha and the City of Appleton to decide on how to proceed with automatic aid discussions. The Town of Menasha has decided not to continue automatic aid discussions. The reason is that they are unable to provide the same equitable response as Neenah/Menasha and Appleton. Chief Kiesow did say that he would be interested in pursuing these discussions in the future if he was able to have a full time engine staffed by his department and was able to provide the same kind of equitable response as the other two departments.

Chief Vander Wyst said he met with Chief Cameron today and they have decided to continue automatic aid discussions between NMFR and the City of Appleton. In January they will be putting together a list of items to discuss and then will meet with their staff, including union representation, regarding automatic aid between the two different departments. Once the issues are resolved a formal report will be done and presented to all three city councils for their input on how to proceed. It is his hope that this report can be made to the councils by late Spring.

Grant Update: Chief Vander Wyst said we are in the process of ordering the equipment for the fitness grant. Ald. Stevenson asked if there would be an issue with the union once the money for the YMCA memberships is no longer available to union staff. He also asked if this equipment would take care of their needs and if they would even need a membership anymore. Chief Vander Wyst said the union has told him that there may be a grievance filed since this is a benefit they have been receiving and the precedence has been set. He also said equipment is available for employees to use, however, the YMCA has different kinds of equipment and other services that they offer and is mainly a use for employee's off-duty.

Autopulse Clinical Trial Program: Zoll Medical has asked our department, as well as, the Town of Grand Chute and the City of Appleton to participate in a study for a new a new piece of equipment (autopulse) they have been developing. They would provide four of the autopulses for our use and at the end of the trial we would be able to keep the equipment. This trial is expected to take about three years. The Committee reviewed information regarding the program. Ald. Stevenson asked if Gold Cross and the Neenah Police Department have been asked to participate. Chief Vander Wyst said Gold Cross has been asked to participate but the Neenah Police Department has not. The reason being is they would have to provide an autopulse for each squad. He also said we did get a new AED from the Heart Start Program. This replaced our oldest unit that was no longer working. It is expected that we may be able to get more units from the Heart Start Program but when and how many is not known at this time. Ald. Stevenson asked if the old AEDs have any worth and could we sell them. Chief Vander Wyst said he didn't know what the worth would be but it is a possibility. He also said the units we are replacing we are not able to use on pediatric patients. The new units we are receiving can be used on pediatric patients and have newer technology. **MSC Pack/Lange to accept this program in concept pending approval and review of the agreement by both City of Neenah and City of Menasha City Attorneys, all voting aye.**

**MSC Michalkiewicz/Pack to adjourn at 6:25 p.m., all voting aye.**

Respectfully Submitted,

Len Vander Wyst  
Chief

LV/tt

**Menasha Housing Authority  
December 20, 2006  
Minutes**

**I. Roll Call**

Members Present: Christine Kaup, Antoine Tines, Bob Gloede, Cliff Fischer, Frank Haffner, Mike Sheleski

Members Excused: Ralph Kennedy II

Others Present: CDD Greg Keil, Mary Bach

**II. Minutes of the November 15, 2006 Housing Authority Meeting**

Motion by Comm. Fischer, seconded by Comm. Haffner to approve the minutes of the November 15, 2006 meeting. The motion carried.

**III. Qualifications of Nature's Way Affordable Housing Project Home Buyer'**

Mary Bach explained that applicants 61, 62, 63, 64 & 77 will be Habitat for Humanity buyers. The buyers meet CDBG and HOME program eligibility guidelines.

Motion by Comm. Gloede, seconded by Comm. Fischer to approve applicants 61, 62, 63, 64 & 77. Motion carried.

Applicant 74, will occupy ½ of the twindominium unit to be built by Habitat for Humanity. The buyer meets the CDBG and HOME program eligibility requirements.

Motion by Comm. Fischer, seconded by Comm. Haffner to approve applicant 74. The motion carried.

Applicants 65, 66, 67, 68, 69, 71, 72, 73, 74, 75, 76 will be occupying homes built by the building contractor selected by the city. The buyers meet the CDBG and HOME program eligibility guidelines.

Motion by Comm. Haffner, seconded by Comm. Gloede to approve applicants 65-76. The motion carried.

**IV. Consideration of Housing Rehab Program Applicants**

Update on Applicant #78-06: This applicant requested \$7,500 for windows, insulation, minor electric and plumbing.

Motion by Comm. Haffner, seconded by Comm. Fischer to approve the application in an amount not to exceed \$7,500. Motion carried.



**V. Disclosure of Potential Conflicts of Interest**

None of the committee members had conflicts of interest subject to disclosure requirements.

**VI. Adjourn**

Motion by Comm. Kaup, seconded by Comm. Haffner to adjourn at 6:03 PM. The motion carried

*Respectfully Submitted,  
Greg Keil, CDD*

DRAFT

**DRAFT**

**MINUTES OF REGULAR MEETING  
ELISHA D. SMITH PUBLIC LIBRARY TRUSTEES**

**November 21, 2006**

**Call to order and roll call** at 4:01 p.m. by Pres. O'Brien

Present: Eckstein, Englebert, Foth, LaFaive, O'Brien, Stanke

Absent: Butler, Fuchs

Also present: Dir. Saecker, M. Loch-Wouters (Head of Children's Services), K. Seefeldt (Administrative Assistant)

**Authorization of Bills**

1. Motion to authorize payment of bills for November from the 2006 budget by LaFaive, seconded by Eckstein, and carried unanimously.

**Consent Business**

2. Approve minutes from the Library Board meeting of October 17, 2006
3. Approve minutes from the Investment Committee meeting of October 17, 2006
4. Approve minutes from the Policies & Personnel Committee meeting of October 23, 2006

**Motion**

Motion to approve the minutes as presented by Englebert, seconded by Foth, and carried unanimously.

R. Stanke arrived at 4:05 p.m.

**Director's Report/Information Items**

5. Statistics. October circulation was up 9.2% overall from October 2005. Adult book lending remains strong with an increase of 8.5%. We received 2521 items from other Winnefox libraries for our readers, and provided 2406 items to other libraries.
6. Gifts. We received \$130 in memory of Carol Koehler and \$25 in memory of Richard Butler. These gifts were used to purchase flower bulbs, which were planted this fall around the building. We also received a \$1,000 donation from Ms. Onnie Leach Smith that has been added to the Building Fund.
7. 2007 Budget. Dir. Saecker appeared before the Common Council on Nov. 9. The Council chose to remove an additional \$10,000 from our budget request for 2007. This will be taken from our library materials account.
8. HAPLR Index. The HAPLR Index is a rating of public libraries across the nation. Our library received the highest rating in the Fox Valley. The rating was determined from numbers compiled in 2004.
9. Wisconsin Library Association. Dir. Saecker and several staff members recently attended the WLA Conference in Wisconsin Dells. Many high-quality programs were offered.
10. Library Endowment – Third Quarter. Dir. Saecker prepared the report for this quarter using the new software program QuickBooks. She will continue to review options for additional reports that could be generated by the program that may be useful to the Board.
11. Building Maintenance Issues. The Menasha Police Department will contract out for their building cleaning services in 2007. This is a decision that may impact us in future years.

12. Ellie Maynard Retiring in January. Ellie Maynard, who has been employed here for 25 years, will retire in early January. The library will lose a valuable employee when Ellie leaves.
13. Food for Fines. We again partnered with Neenah Public Library in providing the Food for Fines program to our patrons. Patrons were permitted to donate nonperishable food items instead of paying for their library fines. The program was very successful.
14. Certificates of Deposit. We have invested in CDs with the majority of Endowment funds not in the Community Foundation. The CDs are scheduled to come due monthly until May 2007. After that, they will come due every other month.

#### **Discussion/Action Items**

15. Closing September 21, 2007. Dir. Saecker requested approval to close the library on Friday, September 21 for an all-day staff retreat. Staff from Neenah Public Library will join our staff that afternoon for a presentation by Pat Wagner. The Board was assured that wages and salaries paid to employees who attend the retreat would not have a significant impact on next year's budget.

#### **Motion**

Motion to approve closing the library on September 21, 2007 for a staff in-service by LaFaive, seconded by Stanke, and carried unanimously.

16. Signage. Dir. Saecker met with representatives from Appleton Sign and Orde Sign to discuss plans for an electronic sign for the front of the building. We received a quote of approximately \$20,000 from Appleton Sign. Orde will be providing a quote to us in the next week or so. Some members of the Common Council disagree with plans for an electronic sign. Benefits of having a sign that would provide electronic pop-up messages informing the public of library programs and special events were discussed. Dir. Saecker will continue working with the Building and Grounds Committee on this project.
17. Board Recognition Of Staff. Dir. Saecker recommended that the Board consider ways to recognize library staff on an annual basis. She stated that she has received recognition for her work in every library she has ever worked in. Discussion ensued relative to practices in the private sector. The Board acknowledged the importance of recognizing staff contributions. There was a consensus that annual recognitions should not coincide with any Christian holidays. An Ad Hoc Committee made up of Englebert, Stanke and O'Brien will meet to discuss options and will bring their recommendations to the Board at their December meeting.
18. Insurance Policy Contributions. The City of Menasha is changing to a different health insurance program this year. Percentages of employee contributions are changing. The Board needs to approve these changes for library staff.

#### **Motion**

Motion to approve staff contributions of 5% for HMO and 8% for POS health insurance plans by Foth, seconded by Eckstein, and carried unanimously.

19. Policy Changes. The Policies and Personnel Committee met recently to review several changes to current library policy recommended by Dir. Saecker. Many of the changes will simply bring the policy manual in line with current practices. Dir. Saecker also recommended the addition of grievance and disciplinary procedures, and establishing an attendance policy. O'Brien inquired about our current practice of paying time and half for summer Saturdays. Dir. Saecker noted that this could be discussed at a future meeting.

**Motion**

Motion to approve changes in the policy manual as presented by Foth, seconded by Englebert. Discussion ensued. There was a consensus to amend the motion.

**Motion**

Motion to approve changes to the policy manual as presented and to review Chapter VII, Section C, no. 6 at a future date by Foth, seconded by Englebert and carried unanimously.

**Adjournment**

Motion to adjourn at 4:45 p.m. by Foth, seconded by LaFaive, and carried unanimously.

Respectfully submitted,  
Charlotte Foth, Secretary  
Kris Seefeldt, Recording Secretary

**Future meeting dates**

December 19th – Library Board 4:00 p.m.

# NEENAH-MENASHA SEWERAGE COMMISSION

## Regular Meeting

Tuesday November 28, 2006

Meeting called to order by Commission President W. Zelinski at 8:00 a.m.

**Present:** Commissioners R. Zielinski, J. Jurgenson, W. Zelinski, K. Bauer, W. Helein, G. Cowling, R. Handevidt; Manager Much, Accountant Voigt.

**Also Present:** Mike Sambs (Waverly S.D.), Chad Olsen (McMahon Associates), Mark Radtke, Taryn Nall (City of Menasha), Paul Much (MCO).

To accommodate those in attendance, President W. Zelinski proceeded to agenda item 6 (C) – City of Menasha Sewers and Inflow/Infiltration update.

Taryn Nall presented and discussed with the Commission a status report on the activities involved in the City of Menasha sanitary sewer evaluation survey (SSES) and sewer rehabilitation project to reduce inflow and infiltration in the city sewers. Phases 1 and 2 are complete except for some sewer rehabilitation work. Phase 3 is estimated to be completed in 2008. The City has reduced the amount of smoke testing in the sewers partly because of problems associated with homes filling with smoke when the smoke testing is performed. To replace the smoke testing, more televising of the sewers are occurring. The total project cost is expected to be \$2,963,300.

The Commission proceeded to agenda item 7(D) – Update – Interceptor Cleaning / Ownership.

The Commission inquired of Mark Radtke if any action has taken place with the City of Menasha if they are interested in pursuing the ownership of the current Commission Interceptors in Menasha. Mark Radtke reported the City has not discussed this issue yet.

The Commission returned to the agenda as published.

Motion made by Commissioner R. Handevidt, seconded by Commissioner R. Zielinski to approve the minutes of the Regular Meeting of October 24, 2006. Motion carried unanimously.

## Correspondence

The following correspondence was discussed.

1. November 27, 2006 letter from NMSC employee Mr. Richard Panke to NMSC President W. Zelinski.  
RE: Intent of retiring from the NMSC contingent upon the NMSC approving a contract amendment with MCO to transfer his employment from the NMSC to MCO.
2. November 27, 2006 letter from Mr. Steve Arant, Earthtech to Roger Voigt, NMSC.  
RE: Response to inquiry of Earthtech Fee Schedule.

### Budget, Finance, Personnel

Accountant Voigt presented to the Commission the unaudited financial statements for October 2006. As reported to the Commission in October, the December bill for O & M was reduced approximately 50% to reduce the amount of excess O & M funds collected during 2006. Accountant Voigt also reported to the Commission that the next bond payment and interest payment will be on December 1, 2006. Moved by Commissioner R. Handevidt, seconded by Commissioner R. Zielinski to accept the unaudited financial statements for the month of October 2006 and place them on file. Motion carried unanimously.

Accountant Voigt presented MCO invoice #11276 in the amount of \$91,309.54 for the month of December 2006. Motion made by Commissioner R. Zielinski, seconded by Commissioner W. Helein to approve MCO invoice #11276 in the amount of \$91,309.54 for the month of December 2006 and to pay the invoice after December 1. Motion carried unanimously.

Accountant Voigt presented the Accountants Report for the month of October 2006. The short-term rates earned on our money market deposits have continued to increase. Motion made by Commissioner R. Handevidt, seconded by Commissioner J. Jurgenson to accept the Accountants Report for the month of October 2006. Motion carried unanimously.

Accountant Voigt reported that there are no invoices from McMahon Associates.

Accountant Voigt reported the Snow Plowing Agreement will be presented at the December meeting. The contract will reflect no increase in the plowing rates for this next snow season.

### Operations, Engineering, Planning

Manager Much presented and discussed the operating report for the month of October 2006. The plant continues to operate well; we are within permit limits and there are no current problems. The first polymer system unit to be replaced is operating; we are expecting more efficiency in the use of polymer with these new units. Motion made by Commissioner R. Handevidt, seconded by Commissioner J. Jurgenson to approve the operating report for the month of October 2006 and to place the report on file. Motion carried unanimously.

Chad Olsen presented and discussed his reports on the sludge-to-sludge heat exchanger. Per recommendations, samples of scum from the primary clarifiers were sent in for a grease analysis and for viscosity measurements. To help eliminate any grease problems from the scum in the primary clarifiers, it is recommended that the scum be pumped directly into the digesters bypassing the heat exchanger. The problems with the heat exchanger at the Madison facility have not yet been resolved. One suggestion is to have the company install a pilot unit of the heat exchanger here at the NMSC. The Commission was also informed that two additional units will be coming online in the spring of 2007; one unit in Missouri and one unit in Indiana. There is also a unit installed in Denmark that uses similar size piping as the unit proposed at the NMSC. Chad will try to contact the Denmark plant for information on the performance of that unit.

### **Old Business**

Door access control system update. Work is progressing on the installation.

Manager Much updated the Commission on the status of the Engine/Genset system. The ordered replacement spring for the engine was shipped Wednesday. When the part is received, the work to replace the spring will be scheduled.

Ordinance Contract incorporate revisions update. No additional information to report.

Sewer ownership update. No additional information to report.

Electronic DMR submittal. Manager Much attended the WWOA conference. We will look at firms that provide the service to see what they have to offer.

### **Other Business**

President W. Zelinski questioned the Commissioners if they would like to meet on the normal scheduled meeting date of December 26<sup>th</sup>, or if they would prefer to move the meeting to the week prior and hold the meeting on December 19<sup>th</sup>. After discussion, motion made by Commissioner R. Handevidt, seconded by Commissioner R. Zielinski to change the December Commission meeting to Tuesday December 19<sup>th</sup> at 8:00 am. Motion carried unanimously.

### **Vouchers**

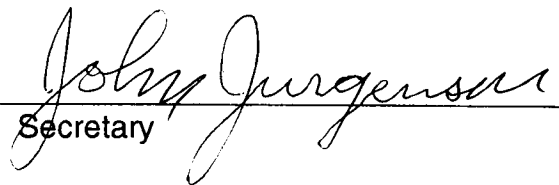
Motion made by Commissioner R. Zielinski, seconded by Commissioner J. Jurgenson, to approve Operating Fund Vouchers #127375 thru #127430 in the amount of \$245,088.60 for the month of October 2006 and Payroll Vouchers #20578 thru #20581 in the amount of \$3,436.18 for the month of October 2006. Motion carried unanimously.

Motion made by Commissioner R. Handevidt, seconded by Commissioner R. Zielinski to adjourn the meeting. All present voting aye; nays, none. Meeting adjourned at 9:00 a.m.

\_\_\_\_\_  
President



\_\_\_\_\_  
Secretary



**THE NEXT REGULAR MEETING IS ON TUESDAY DECEMBER 19<sup>TH</sup>, 2006.**

**Minutes**  
**Menasha Parks and Recreation Board**  
**December 11, 2006**

**Member Present: Chr. Dick Sturm, Ron Suttner, Mary Francis, George Korth, Tom Konetzke, Nancy Barker, Ald. Sue Wisneski**

**Member Absent:**

**Others Present: PRD Tungate, PS Huss, Mary Kay Suttner**

- I. Meeting was called to order at 6:04 p.m. by Chr. D. Sturm.
- II. Motion by T. Konetzke, seconded by R. Suttner to approve the minutes of the November 13, 2006 meeting with one revision under V. B. the words "Friendship Trail" will be added to better explain the trail that was discussed. Motion carried 7-0.
- III. New Business
  - A. Election of Officers for 2007  
G. Korth nominated T. Konetzke for Chairman, T. Konetzke declined. Ald. S. Wisneski nominated D. Sturm for Chairman, seconded by T. Konetzke. G. Korth nominated T. Konetzke for Vice-Chairman, seconded by D. Sturm. Both positions passed unanimously.
  - B. PRD Tungate apprised the Board on plans to rehabilitate the cannon in Jefferson Park. A group of Appleton veterans are interested in repairing and repainting the cannon like the one they recently did in Appleton. With the exception of the repair work to the wooden spokes and possibly some paint, all other services are anticipated to be donated. Board members expressed some concern over the cost to repair the spokes. PRD Tungate will be receiving a quote on this shortly from a wheelright. No work on the cannon will proceed until cost estimates are known. Motion by Ald. S. Wisneski, seconded by N. Barker to limit the city's cost on the spoke repair to \$1,000. Motion carried 7-0. Any city funds for the repair would come from normal building and equipment budget sub-accounts.
- IV. Old Business
  - A. Some discussion was held on Common Council action regarding the 2007 budget. Recreation revenues will need to show an increase of \$2,500. It was noted that this will depend on people being willing to pay higher fees for 2007, something that cannot be guaranteed. Ramifications for the \$2,400 payout-in-lieu of taxes (PILOT) for the Marina to the City was also discussed.
- V. Information/Communication Items
  - A. PRD Tungate would like to submit one DNR grant application (instead of one in 2007 and another in 2008) for land needed for a new park near LP Road. Alan Ament remains a key developer in this area.
  - B. Calumet County has taken the lead on this project. The city and Town of Harrison will continue to push for this trail to happen. DNR land acquisition is an important first step.
  - C. 500+ people enjoyed this annual event on December 8. Because the city acquired a larger trailer, more riders per trip will be added in 2007.



- D. New Barker Farm ID sign was reviewed by the Board. A two-sided, rustic looking sign with a fieldstone base seemed to be the preference. The sign will meet all city ordinances.
- E. PRD Tungate briefed the Board on the feasibility study for building a whitewater park along the Fox River. The Gilbert Paper redevelopment site was one of four sites with potential. A project seems to have preliminary interest by the Gilbert site owners and city staff.
- F. Park Caretaker Glen Pemrich is off on military leave, possibly for up to one year. The Marina pier and float project is going very well and is projected to come in under budget.

VI. Citizen/Board Member Comments

- A. N. Barker mentioned that she still would like to see some type of dumpster fee charged to the Dock Association.
- B. N. Barker would like a potential dog park site in the Town of Neenah on the next agenda.

VII. Adjournment

Motioned by G. Korth, seconded by R. Suttner to adjourn at 7:42 p.m. Motion carried 7-0.

**\*REVISED\***  
**Minutes**  
**Menasha Parks and Recreation Board**  
**November 13, 2006**

**Member Present: Chr. Dick Sturm, Ron Suttner, George Korth, Tom Konetzke, Nancy Barker**

**Member Absent: Ald. Sue Wisneski and Mary Francis (both excused)**

**Others Present: PRD Tungate, PS Huss**

- I. Meeting was called to order at 6:05 p.m. by Chr. D. Sturm.
- II. Motion by T. Konetzke, seconded by N. Barker to approve the minutes of the October 9, 2006 meeting. T. Konetzke suggested that Youth Speaking Out Facility Advisor Charlotte Foth receive a copy of the October meeting minutes which outlined the Board's views on the use of the Positive Youth Development grant. Motion carried 5-0.
- III. New Business
  - A. PRD Tungate described how the nights meeting would be structured. The Board will go upstairs to listen to the Common Council review of the Departments 2007 budget. Some highlights of potential areas of questioning were discussed.
  - B. The Board reviewed a proposed change to the Memorial Building use policy for weddings. Currently, the building can be used by wedding groups for pre-ceremony use for \$20.00. The new policy would require a building attendant and charge groups \$10.00/hour. Memorial Building use in general was also discussed. Motion by G. Korth, seconded by N. Barker to approve the revised policy pertaining to the use of the Memorial Building for pre-wedding activity. Motion Carried 5-0. The new fee will be part of an overall department recommendation for 2007.
- IV. Old Business
- V. Information/Communication Items
  - A. Ninth Street Boat Landing project completed. Marina pier re-decking scheduled to begin soon, a lot of fall/winter wrap up maintenance being performed.
  - B. PRD Tungate is planning on site visit with staff from the Town of Harrison and Calumet County to better determine to location of the Oneida Street to Firelane 8 segment *of the Friendship Trail*. Meeting will be held prior to next Board meeting.
  - C. The Holiday Gathering will again be held at Naut's Landing following the December 11<sup>th</sup> meeting.
  - D. Copies of the Menasha Dock Association agreement were sent with the agenda. Some Board members had a concern about the MDA's use of the Memorial Building.
- VI. Citizen/Board Member Comments
  - A. December Election of Officers
  - B. December 8 Hayride and Barker Farm Park Sign
- VII. Adjournment

Motioned by R. Suttner, seconded by G. Korth to adjourn at 6:55 p.m. Motion carried 5-0.

**DRAFT**

CITY OF MENASHA  
PUBLIC HEARING  
Council Chambers, 3<sup>rd</sup> Floor  
140 Main Street, Menasha  
December 18, 2006

**MINUTES**

- I. Public Hearing called to order Mayor Laux at 6:50 p.m.  
Present: Ald. Eckstein, Michalkiewicz, Chase, Merkes, Taylor, Wisneski, Pack, Hendricks.  
Also Present: Mayor Laux, CA/HRD Brandt, PC Stanke, FC Vander Wyst, DPW Radtke,  
CDD Keil, Comp/Treasurer Stoffel, Clerk Galeazzi, and the Press.

**Special Use Permit, Kenneth Syring, Kenwood Commons, Parkside Drive**

No One Spoke

- II. Mayor Laux called the hearing to a close at 6:51 p.m.

Deborah A. Galeazzi  
City Clerk

CITY OF MENASHA  
PUBLIC HEARING  
Council Chambers, 3<sup>rd</sup> Floor  
140 Main Street, Menasha  
December 18, 2006

**DRAFT**

**MINUTES**

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Present: Ald. Eckstein, Michalkiewicz, Chase, Merkes, Taylor, Wisneski, Pack, Hendricks.  
Also Present: Mayor Laux, CA/HRD Brandt, PC Stanke, FC Vander Wyst, DPW Radtke,  
CDD Keil, Comp/Treasurer Stoffel, Clerk Galeazzi, and the Press.

**Rezoning of 1) Lots 1, 2, 16-18, Province Terrace Plat from R-1 Single Family Residential to C-1 General Commercial; 2) Lot 3-9, Province Terrace Plat from R-1 Single Family Residential to C-3 Business and Office; 3) Parcels 7-54, 7-56, 7-52-1, 7-52-2 and 7-52-30 from R-1 Single Family Residential to C-1 General Commercial; 4) Parcels 7-50-3 and 7-53-1 from C-3 Business and Office to C-1 General Commercial**

Persons Speaking:

1. Jerry Wittmann, 1290 Fieldview Drive. Neighbors have concerns with blending R-1 Single Family Residential with C-1 General Commercial; how tall buildings will be; noise, drainage, landscaping, lighting issues. He presented a list of variances that should be added if this rezoning is approve.
2. Ken Kubiak, 1214 Fieldview Drive. Concerned with current buildings in that area; Signage is also a concern.
3. Tim Laszewski, 1206 Fieldview Drive. Recommend requiring street lights to blend with the neighborhood. Concerns with grading; holding pond could be a liability.
4. Jim Faevel, 1226 Fieldview Drive. Concerned with runoffs

Persons Signing:

1. Tim Laszewski, 1206 Fieldview Drive
2. Jerry Wittmann, 1290 Fieldview Drive
3. Barbara J. Elmer, 1250 Fieldview Drive
4. Ruby Williquette, 1242 Fieldview Drive

- II. Mayor Laux called the hearing to a close at 7:07 p.m.

Deborah A. Galeazzi  
City Clerk

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**From:** "Robert A Stevens" <rsteven@ntd.net>  
**To:** jttaylor@ci.menasha.wi.us  
**CC:** spack@ci.menasha.wi.us, mayorjoe@ci.menasha.wi.us, dmerkes@ci.menasha.wi.us  
**Subject:** Telecasting Council Meetings, etc.  
**Date:** Fri, 22 Dec 2006 14:28:27 -0600

Jim: Thank you for supporting the telecasting of City Council Meetings. I really feel that they are not only beneficial to the community in terms of information distribution, but also important in the way Aldermen are perceived as doing their jobs for the electorate. This may be a hot button in the next election. Also, your support of the (failed) ordinance to move committee meetings behind the Council meeting was also appreciated. Keep up the good work!



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**Subject:** RE: site hosting and the vote

**Date:** Mon, 18 Dec 2006 23:59:14 -0600

**From:** "Brian Stedl" <bstedl@nuterrallc.com>

**To:** "Don Merkes" <dmerkes@sbcglobal.net>

Don,

Thank you for taking the time tonight to get the message out on the television vote. I am glad to see you feel the importance of this issue. I will send out my emails tonight to all five of the folks who now feel they will divert (abscond, steal, embezzle) funds to use for other purposes that fit their needs. I would think that discussion and a vote would have to be taken concerning the funds before a vote on cancelling the television broadcast.

God Bless,

Brian

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**Date:** Sat, 23 Dec 2006 14:01:34 -0800 (PST)  
**From:** "brock anderson" <bander1001@sbcglobal.net>  
**Subject:** MEETINGS ON TV  
**To:** dmerkes@sbcglobal.net

PLEASE KEEP ON THE SUBJECT OF HAVING THE COUNCIL MEETINGS TELEVISED. IT WAS SO NICE TO SEE WHAT IS GOING ON IN THE CITY. THESE PEOPLE WHO DO NOT WANT TO BE ON TV MAKE IT LOOK LIKE THEY HAVE SOMETHING TO HIDE. IF THESE PEOPLE DO NOT WANT THE MEETINGS ON TV SHOULD MAYBE NOT RUN IN THE NEXT ELECTION OR ELSE THEY SHOULD BE DEFEATED. MR. PACK SHOULD DO A REAL SURVEY AND THEN TELL US ABOUT IT. SINCERELY ,BROCK AND PATTY ANDERSON 737 LINCOLN ST. MENASHA,WI 920-7252910 THANK YOU!!!!!!



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**From:** Momopavo@aol.com  
**Date:** Wed, 27 Dec 2006 21:26:16 EST  
**Subject:** Televised Council Meetings.  
**To:** dmerkes@sbcglobal.net

Dear Alderman Merkes,

This letter is to inform you of my disappointment in the decision made by our city council to discontinue televising the city council meetings. Open government is good government.

Cathy Pavich



## Kristin Sewall

---

**From:** Don Merkes [dmerkes@sbcglobal.net]  
**Sent:** Thursday, December 28, 2006 10:42 AM  
**To:** Kristin Sewall  
**Subject:** Fwd: Letter to the Editor from Charlotte Reimer

Kristin

Could you include this one as well?

Thanks  
Don

> Your View item on December 26 regarding Menasha televised council  
> meetings was excellent.  
>  
> It really is a shame that five city employees opted to keep their  
> constituents in the dark when they conduct business that affects all  
> of us. Unless you attend council meetings or are able to watch or tape  
> televised meetings, you will not be aware of many issues of importance  
> to you (their employer).  
>  
> You are literally being kept in the dark by street light decisions,  
> some of which were made contrary to professional advice. You wouldn't  
> know that actions taken during budget review sessions seem to have  
> come very close to violating open meeting laws, according to an  
> explanation given by City Attorney Jeff Brandt. I haven't noticed  
> "grandstanding" as much as reluctance or hesitation acknowledging some  
> questions. Heated exchanges occur occasionally because of this  
> atmosphere. This is not a bad thing unless you don't want your  
> constituents to know where fault lies.  
>  
> Your quote of Alderman Merkes perfectly describes the direction four  
> alderman and the mayor are taking us. This council decision is wrong,  
> and televised meetings should continue at no expense to tax payers.  
>  
> Reference: December 4, 2006 televised council meeting.  
>  
> Charlotte Reimer  
> 952 4th Street  
> Menasha, WI 54952  
> 920-725-2143

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**Date:** Tue, 19 Dec 2006 09:00:20 -0600  
**From:** "Christopher Evenson" <CHE@sigmanlegal.com>  
**To:** mayorjoe@ci.menasha.wi.us  
**Subject:** televised counsil meetings

I support Alderman Merkes' position on this issue. Longer meetings are a small price for greater transparency.

I think the "back door deals" argument of Alderman Merkes may be overstated. I trust you and the council are serving the city's best interest.

Still, whatever helps our citizens engage in the civic life of Menasha would seem to be a good thing.

**\*\* IMPORTANT CONFIDENTIAL NOTICE \*\***

The contents of this message, along with any attachments, are confidential and are subject to the attorney/client and/or attorney work-product privileges.

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Sigman, Janssen, Stack, Sewall & Pitz  
303 S. Memorial Drive  
Appleton, WI 54911  
Phone: (920) 731-5201  
Fax: (920) 731-8737  
Email: [lawyers@sigmanlegal.com](mailto:lawyers@sigmanlegal.com)  
Website: [www.sigmanlegal.com](http://www.sigmanlegal.com)

5/1/06

Please keep the council meetings  
available on cable TV.

Charly R Z

250 1/2 WATER STREET  
NEWASHA, WI 54952

City Council

Please keep televising the common  
council meetings. It is very informative  
and spurs interest in city government

David Zelinski  
57 Appleton St  
Menasha, WI 54952  
(920) 729-9295

Don Zelinski  
647 Park St  
Menasha

Nancy Zelinski  
647 Park St  
Menasha



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**To:** dmerkes@ci.menasha.wi.us  
**From:** "Diana Super" <dianasuper@earthlink.net>  
**Subject:** Question, Comment, or Request from Website Visitor  
**Date:** Wed, 27 Dec 2006 18:01:48 -0600

Below is the result of your feedback form. It was submitted by  
Diana Super ([dianasuper@earthlink.net](mailto:dianasuper@earthlink.net)) on Wednesday, December 27, 2006 at  
18:01:48

---

To: [dmerkes@ci.menasha.wi.us](mailto:dmerkes@ci.menasha.wi.us)

Name: Diana Super

Phone: 920-997-8011

Email: [dianasuper@earthlink.net](mailto:dianasuper@earthlink.net)

Method: Email

Comments: Dear Mr.Merkes, I live in the Town of Harrison and have been closely monitoring the City of Menasha Council meetings on Time Warner Cable.. As we live right off Oneida St., we realize that decisions made in Menasha affect more than just Menasha constituents. Due to surgery and a Christmas out of town,I was unable to view the initial showing and just today had the opportunity to witness the demise of my option to attend these meetings without leaving my living room.... I am shocked that the workings of this government body can be tossed aside in one evenings meeting..... If this isn't reinstated I am certainly going to sever my business with Time Warner in regards to me still having to pay the taxes and Franchises to the city of Menasha as kick back. I feel I have every right to see the workings of this government and have learned more in the last year than in the last fifty... I think the mayoral and aldermanic positions should be carefully scrutini

zed by the taxpayers of Menasha when the elections come around... How are you going to accommodate all of us who want to be kept abreast of things when you can't even hold a meeting if too many people show up and it violates the fire code???.... This debacle is shameful... Sincerely, Diana Super

---



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**To:** dmerkes@ci.menasha.wi.us  
**From:** "Dick Malueg" <rm61663@aol.com>  
**Subject:** Question, Comment, or Request from Website Visitor  
**Date:** Wed, 20 Dec 2006 07:54:05 -0600

Below is the result of your feedback form. It was submitted by  
Dick Malueg ([rm61663@aol.com](mailto:rm61663@aol.com)) on Wednesday, December 20, 2006 at 07:54:  
-----

To: [dmerkes@ci.menasha.wi.us](mailto:dmerkes@ci.menasha.wi.us)

Name: Dick Malueg

Phone: 886-3045

Email: [rm61663@aol.com](mailto:rm61663@aol.com)

Method: Email

Comments: Don: I was disappointed to see that televising of Council Me  
is going to end. I have been watching these off and on since the progr  
started.

Dick Malueg  
163 Marina Place  
-----

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## Editorial: Menasha aldermen do disservice to constituents

Advertisement

TO: COUNCIL  
FM: ALD MERKES

December 26, 2006

So why exactly did the Menasha Common Council stop broadcasting its meetings? Not because of the cost to taxpayers (there was none), not because of technical difficulties, not because there was an overwhelming public demand that they be stopped, not because the cameras were intrusive.

As best we can tell, it was because Ald. Steve Pack thinks aldermen were "grandstanding" for the audience at home. How he figured that penalizing taxpayers for elected officials' behavior makes sense is unknown.

The televised council meetings offered residents another way to interact with their government at no cost to the city. People unable to attend the meetings could still stay on top of what was going on, observe their leaders in action and learn more about the civic process.

There is no logical reason why aldermen should have voted 4-4 — with Mayor Joe Laux passing the buck by deciding not to make the tiebreaking vote — to let the city's television contract lapse.

Well, there is one possible reason, but we don't need to mention it, since Ald. Don Merkes already did.

"This is a step backward that will cut off civic engagement in the community and allow for backroom deals once again to happen, quasi-backroom deals to once again happen in the city of Menasha," he said.

We certainly hope that isn't the case, but that's what citizens will believe if aldermen don't come up with a good explanation.



MEMORANDUM

TO: Mayor Laux, Council President Michalkiewicz and the members of the  
City of Menasha Common Council

FROM: City Comptroller/Treasurer Stoffel *TS*

DATE: 12/28/06

SUBJECT: ELAN billing

The ELAN billing which was paid on line the previous month to avoid a finance charge was composed of the following charges:

31100 51-04-109-221	18.72	Vontage
31100 52-08-101-333	922.12	Chief's Conference
31100 52-08-101-300	163.00	Batteries/Uniform Bars
31100 52-08-101-338	81.14	Training/Madison
31100 55-07-201-338	70.00	WPRA/Luigi's
31100 55-07-201-300	300.15	Fleet Farm
31100 55-06-101-332	79.00	Registration/UW-M
31731 54-10-149-240	13.65	Building Maintenance
31100 51-02-117-300	83.96	Harbor Freight Tools
31100 53-09-102-300	16.79	Radio Shack
31100 51-04-109-338	528.41	Training/Milwaukee
31100 51-04-109-214	19.95	Gotomypc.Com
31100 51-04-109-315	17.88	WM Supercenter
31100 51-04-109-336	<u>15.00</u>	Gasoline
Total	2,329.77	



TO: COUNCIL  
FM: AID MERKES

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#### COMMENTS

The cost of televising is already covered by the franchise fees, what is it that they do not want you to see?

Perhaps there is some misconduct going on and they are afraid they will be held accountable for their actions and statements.

I say, it's about time that they are televised for the whole area to see, listen and then decide.

*Ken Shearer (Wed Dec 27 09:18:40 2006)*

Thanks Jo. I've always believed in open government, and offering the public access to city meetings is one method of ensuring that the citizens of a community have the opportunity to follow how their elected officials are spending money and shaping policy. Without tools like televised meetings, and now blogs, few people knew how their government worked and that was a shame. By being informed we can all work together to make our community better. The best policy rarely comes from one person, usually it is a conglomeration of ideas from a multitude of people in the community. It has been, and will continue to be, my goal to involve many in the community so that we do have the best policies for the citizens as a whole.  
Ald. Don Merkes

*Don Merkes (Tue Dec 26 08:13:06 2006)*

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[Televising and Franchise Taxes \(12/26/2006\)](#)

[Thank you Lord, for our freedoms \(12/25/2006\)](#)

[Surprise. Decisions made through the "prism" of re-election \(12/21/2006\)](#)

[Citizens of Wisconsin, we are in deficit - big time. \(12/20/2006\)](#)

[We're not dumb. Talk to us. \(12/19/2006\)](#)

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12/26/2006

#### Televising and Franchise Taxes

Word is that Menasha Mayor Joe Laux supports a referendum asking whether the citizens of Menasha support using city funds to televise common council meetings.

That is ridiculous.

The common council should simply reconsider their previous action (discontinuing televising in 2007), and this time around suck it up and approve the necessary spending.

(The council vote December 18 was 4-4, Alderpersons Merkes, Taylor, Wisneski and Hendricks for the motion to televise; Pack, Ecstein, Michalkiewicz and Chase against. Because it was a tie vote, Mayor Laux could have voted for or against, but instead chose - as is permitted - to abstain.)

Here's the deal. Menasha received over \$150,000 in fees from Time Warner (well, from cable subscribers) in 2006; every year thereafter revenues will increase still further, as subscribers and rates increase. In addition, in 2006, Menasha received a one-time \$62,000 settlement from Time Warner. At the time, all franchise fees were applied to general fund spending (some call that "property tax relief"), except \$32,000, which was specifically set aside to pay for televising council meetings.

Jo Eglehoff

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? What's Your Opinion

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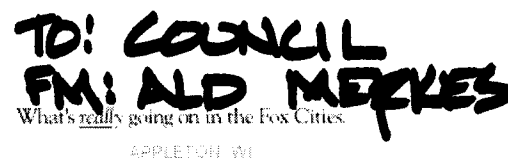
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12/26/2006

**Televising and Franchise Taxes**

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Televising in 2007 was budgeted to cost \$17,500. So that \$32,000 would cover about 2 years of televising on the public access cable channel.

Ok - as I've said before, yes, it costs money – the city's money and the taxpayers money (unlike what the Post-Crescent says today) - and I **never** consider spending taxes lightly. I've also said franchise fees are a ripoff. Nevertheless, if franchise fees are being received, at least a small portion of them should be used to take government proceedings to the people via televised city meetings.

Lots of reasons were offered by the 4 nay voters why televising doesn't work. And ok, the ratings won't hit the top of the charts. But whatever the reasons, you address the reasons and you make it work.

If you live in Menasha, call your alderperson and lobby to have council meetings televised. Then watch the meetings! Or maybe even run for alderperson yourself! (Nomination papers are due January 2 – so see the City Clerk immediately.)

As Mike McCabe, Wisconsin Democracy Coalition puts it, refusing to use a portion of franchise taxes for local public access programming (like televising Council meetings!) is "an affront to open government." My sentiments exactly.

Jo Egglehoff

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## It's Your Call:

December 27, 2006

Advertisement

**TO: COUNCIL**  
**FM: ALD MERKES**

**CHANGE CHANNEL:** It's a sad day in Menasha. Dec. 18, four members of the Common Council — Michalkiewicz, Eckstein, Pack and Chase voted to pull the plug on televising council meetings. Mayor Laux decided not to vote on the issue so the motion to continue to televise council meetings failed. The service would have been paid for by Time Warner Cable franchise fees, which subscribers pay. Menasha received a settlement of about \$60,000 from TWC and also collects approximately \$140,000 a year from TWC. The filming of the Common Council meetings are provided by the University of Wisconsin-Fox Valley students for a set fee. This is a win-win situation for the community and the UW-Fox Valley students. Students receive on-the-job training for their future endeavors and the citizens of Menasha can watch their government in action from the comfort of their homes. If you feel the televising should continue, please attend the Tuesday meeting at 7 p.m., City Hall, third floor and voice your opinion.

Mary B. Taylor, Menasha

**CHARGED UP:** It would appear that one of our recurring editorial letter writers is off to a healthier New Year, getting an early start on exercises by jumping to conclusions. Don Dake states in his Dec. 25 call, "Remember that electricity comes mostly from oil and oil from the Middle East" when criticizing people who have outdoor Christmas displays as terrorist supporters. Mr. Dake should have checked his facts first. The vast majority of electricity generated in the United States comes from coal, and petroleum-based power generation is virtually insignificant. In fact, only about 5 percent of electric power comes from all forms of petroleum liquids (including waste oil), according to the U.S. Department of Energy. So our Valley residents can indeed enjoy their light displays without fear of supporting Arab terrorists, and our resident Grinch gets his own "Bah, humbug" award.

Gary Robinson, Menasha



Print - Close Window

**From:** "Mark" <w9op@athenet.net>  
**To:** dmerkes@sbcglobal.net  
**Subject:** Council meetings  
**Date:** Mon, 1 May 2006 08:49:29 -0500

**I prefer these meetings be televised. Joan Michel**

[Print](#) - [Close Window](#)

**Date:** Tue, 26 Dec 2006 08:40:57 -0600  
**From:** "JoAnn Harvey" <[skinnyharv@gmail.com](mailto:skinnyharv@gmail.com)>  
**To:** "Don Merkes" <[dmerkes@sbcglobal.net](mailto:dmerkes@sbcglobal.net)>  
**Subject:** Fwd: council meetings on tv

----- Forwarded message -----

From: **Joe Laux** <[mayorjoe@ci.menasha.wi.us](mailto:mayorjoe@ci.menasha.wi.us)>  
Date: Dec 21, 2006 1:22 PM  
Subject: RE: council meetings on tv  
To: JoAnn Harvey <[skinnyharv@gmail.com](mailto:skinnyharv@gmail.com)>

This is a council decision and it was a 4-4 vote. I have not taken a position on this topic. I am going to recommend that we have a referendum on the issue for April and will be bringing forward a resolution to that effect at the next meeting. The people will have the final say on this issue through the referendum.

-----Original Message-----

**From:** JoAnn Harvey [<mailto:skinnyharv@gmail.com>]  
**Sent:** Wednesday, December 20, 2006 11:54 AM  
**To:** Joe Laux  
**Subject:** council meetings on tv

Mayor Joe, You have an obligation to provide what is good for the majority of our community and you are not doing so by cutting off communication. You need to make sure that we have good communication between government and the people! I am so sorry that you are not fulfilling your responsibilities as our leader, JoAnn Harvey

[Print](#) - [Close Window](#)**Date:** Thu, 21 Dec 2006 09:29:07 -0600**Subject:** Televised Council Meetings**CC:** "DON MERKES" <dmerkes@sbcglobal.net>**To:** spack@ci.menasha.wi.us, tmichalki@ci.menasha.wi.us, teckstein@ci.menasha.wi.us, jchase4@new.rr.com, "Joseph Laux" <mayorjoe@ci.menasha.wi.us>**From:** "JOANNE ROUSH" <jroush714@earthlink.net>

Dear Mayor Laux, et al.:

I am very proud to live in Menasha's First District where we are represented by a man who has been a tireless advocate of open and accessible city government. I agree with his principled stand on the issue of televising the meetings of the City Council along with key committee meetings. None of the objections I've heard from those of you opposing this measure have the least bit of credibility.

Among the objections I've heard are the following, with my comments:

1. Cost to taxpayers. This is a red herring. The cost to record the meetings is borne directly by cable subscribers on whom the council voted to impose a fee for this service. Now you want to divert this fee into the general city slush funds to support services extended to non-subscribers. This is inherently unfair and underhanded. I'm glad Don Merkes is inquiring as to the legality of this diversion of funds from one purpose, embodied in a measure passed by the council, to another unspecified purpose.

You know, my husband and I have limited time to use the city's parks and recreation programs. But you don't see us showing up clamoring to shut those down. Nor do we benefit from the senior center, which is another costly city program. Both of these do come out of tax revenues. But we understand that these programs are valuable to certain groups of residents in the city, and so we are willing to continue to support them.

What we value is open government. Whether or not we choose to attend meetings or watch the cable broadcasts regularly we realize that, like the open meetings and records laws on the books, the virtue and value of these lies in the fact that they create accountability. Yes, you are being watched and that is as it should be. We believe that simply by virtue of you all knowing that we can check up on you, a higher standard of conduct is likely to result. This is worth a small additional fee on our monthly cable bill.

2. Grandstanding politicians. This is another red herring. Lively debate, inquiry, and discussion are the lifeblood of democratic institutions. If you think people are speaking for too long, then

establish a time limit on comments. From what I understand, your refusal to discuss matters in committee meetings in advance of their introduction to the full council is one of the reasons the council meetings are so lengthy. This related move, to avoid giving members and constituents time to consider measures in advance of a council vote on them, is another symptom of what ails the City of Menasha.

3. It's nerve wracking to be on TV. I imagine if one shows up unprepared, or with opinions that are not widely shared with one's constituents, it would be extremely inconvenient to have the council meetings recorded and broadcast. Aside from that - get over it. We're not concerned about what you're wearing or whether you're having a bad hair day.

4. Finally, and most troubling, is the belief that citizens are "apathetic" and that because they're not watching, the meetings should not be broadcast. Even if it were true that any given district's residents don't care about how the city conducts its business, that does not automatically lead a thoughtful person to conclude that one should vote against televising the meetings. Democratic institutions are strongest when they balance the interests of both the minority and the majority of citizens.

Surely the ideal is a citizenry that is engaged and active in civic life. Is there any member of the city council that does not believe this to be true?

And if we can all agree that this is an ideal state that would benefit the city in innumerable ways, then how can even one single member of the council endorse shutting down the public broadcast of the proceedings of council meetings, thus reducing access for highly engaged and civic-minded citizens to the ongoing conduct of the city's business? It's all well and good to say that they should attend the meetings in person, but that evades the point. There are many reasons why people are unable or unwilling to do this, and it is inexcusable in this day and age for any council member to believe he/she is justified in placing the entire onus upon citizens.

I believe the city has an obligation to use EVERY means at hand to widen access, increase transparency, and endeavor to engage every citizen in civic life. This means that rather than dismiss the citizens of any district as "apathetic," every council member has an obligation to make an effort to reach out and engage their constituents in public life. And that includes being willing to appear on local access cable, warts and all.

Mayor Laux, you should not be leading this effort to drive us backwards to below-the-radar governing in the city of Menasha.

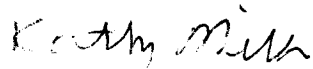
Sincerely,

Joanne Roush

4-30-06

Menasha Common Council Members,

I am writing to request that you continue to air the Common Council meetings on Time-Warner's Community Access channel. I feel that this is a useful tool for those citizens who may not be able to attend the meetings in person due to work schedules or other commitments. Thank you very much for your consideration of this matter.

A handwritten signature in cursive script, appearing to read "Kathy Miller".

Kathy Miller  
708 Fourth St.  
Menasha, WI 54952  
920-725-7173





Print - Close Window

**To:** dmerkes@ci.menasha.wi.us  
**From:** "Kim Schick" <kschick@tds.net>  
**Subject:** Question, Comment, or Request from Website Visitor  
**Date:** Sat, 23 Dec 2006 14:20:51 -0600

Below is the result of your feedback form. It was submitted by  
Kim Schick ([kschick@tds.net](mailto:kschick@tds.net)) on Saturday, December 23, 2006 at 14:20:51

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To: [dmerkes@ci.menasha.wi.us](mailto:dmerkes@ci.menasha.wi.us)

Name: Kim Schick

Phone: 722-0491

Email: [kschick@tds.net](mailto:kschick@tds.net)

Method: Email

Comments: To:  
Mayor Joe Laux  
Alderman Steve Pack  
Alderman Terry Eckstein  
Alderman Tom Michalkiewicz  
Alderman Jan Chase

Subject: Televised City of Menasha Council Meetings

The elimination of the televised meetings is totally unacceptable.  
Your vote against continuing the televised meetings or failure to cast the  
deciding vote, and not support open communication with your constituents, is very  
unfortunate indeed.  
May you each receive a lump of coal in your Christmas stocking.

Sincerely,

Kim Schick  
527 First St.  
920-722-0491

cc:  
Alderman Donald Merkes  
Alderman James Taylor  
Alderman Sue Wisneski  
Alderman Eric R. Hendricks

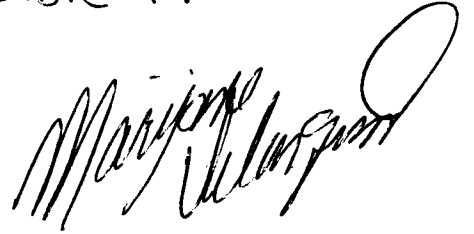
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4/30/06

Dear City of Menasha

Please continue to  
televise your city council  
meetings. June Herford  
340 First St  
Menasha WI  
54952

City Counsel Please Keep Televising  
the Counsel meetings on Cable TV

A handwritten signature in black ink, appearing to read "Marilyn Wagoner". The signature is fluid and cursive, with a large loop at the end.

342 First St  
Menasha WI  
54952

920-858-8287

[Print](#) - [Close Window](#)

**From:** Wheels7800@aol.com  
**Date:** Wed, 27 Dec 2006 21:41:47 EST  
**Subject:** council meetings  
**To:** dmerkes@sbcglobal.net

My name is Marty Pavich, taxpayer and cable subscriber from Menasha. Please keep televising council meetings of the city of Menasha. We have men and women of the United States Armed Forces fighting all over the world for our basic rights and freedoms to have open government, not only at the federal level but at the state and local level as well. Open government is GOOD government. Keep televising!



Print - Close Window

**Date:** Wed, 27 Dec 2006 13:36:31 -0800 (PST)  
**From:** "Mary Ann Mulvey" <hazeleyez1950@yahoo.com>  
**Subject:** Televising  
**To:** "Don Merkes" <dmerkes@sbcglobal.net>

As the former Alderman for district #8 who voted to televise Council Meetings for the City of Menasha. I still believe that we would be doing a disservice to the citizens of Menasha by discontinuing televising. I was elected to serve the people of my district and the Citizen's of Menasha.

I did not feel I was going to a fashion show, nor did I feel any question I had was stupid. If I wanted an answer to something I needed to ask the questions. I was not real comfortable at first being on television....but it was not how comfortable or uncomfortable I was, it was something I felt I owed all the Citizen's of Menasha.

I have lived here all my life, and really care about what goes on in our City. Health issues took away something I enjoyed, and that was serving my City. I no longer drive and at times find it difficult to attend meetings. I used to be able to watch the meetings on Warner Cable. For some reason some alderman believe it is to expensive. Let me break it down again.

Per my letter to the editor in August 2006:

Time Warner Cable's users are charged franchise fees; from these fees, Menasha received \$140,000; \$22,800 is the amount budget with UW-Fox Valley to produce these broadcasts. In past years, the entire amount of the franchise fee revenue was used by the city to help balance the budget. Menasha thus had no community-based programming. Eliminating these broadcasts would not save the taxpayers any money.

The benefit to the citizens of Menasha from these broadcasts is obvious. Gallery space in the council chamber is limited, with fire code capacity easily exceeded; hearing every word said at the meetings gives a proper perspective to the issues; rumors and innuendo have no chance to get started.

Mary Ann Mulvey  
274 Misty Meadow Lane  
Menasha, WI. 54952  
(920)722-3890

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Do You Yahoo!?  
Tired of spam? Yahoo! Mail has the best spam protection around.

## Kristin Sewall

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**From:** Don Merkes [dmerkes@sbcglobal.net]  
**Sent:** Thursday, December 28, 2006 10:44 AM  
**To:** Kristin Sewall  
**Subject:** Fwd: Article for It's your call

Kristin

Could you include this one as well?

Thanks  
Don

> It's Your Call  
>  
> Mary Nebel  
>  
> City of Menasha  
>  
> 920.722.3239 nebelmm@sbcglobal.net  
>  
>  
>  
> Proactive, good local legislative bodies everywhere show their  
> meetings on cable TV or the Internet. Not so for 2007 in Menasha.  
>  
>  
>  
> Our Menasha City Council has become a good theater and has been  
> gaining momentum with minimal budgeted funds to televise our council  
> meetings.  
>  
>  
>  
> Our city mandates a fee to Time Warner to be added to my invoice and  
> now they wish to take away from me the \$1.65 I pay to watch a  
> televised broadcast. I am objecting to the conduct of four aldermen  
> who have decided that they can, at will, divert funds that were  
> identified in a measure previously passed by the council. This dollar  
> amount does not come out of your property tax dollars, it comes from  
> the subscribers..  
>  
>  
>  
> Our council isn't doing itself or us any favors by continuing to limit  
> its audience to walk-up customers, to have back door government.  
>  
>  
>  
> So I will continue to ask Mayor Laux if he wishes to take away the  
> \$140,000 our city receives per year to support city services I don't  
> necessarily use but am willing to pay for. Be prepared for this to  
> happen and visit our untelevised Council Meeting January 3.  
>  
>  
>

30 April 2006

Menasha City Council  
140 Main Street  
Menasha, WI 54952

Dear Members of the City Council,

I would like to express my support to CONTINUE TELEVISIONING Menasha city council meetings. It is important for the public to have access to the discussions of city policy and city spending. Not all of us can come to city council meetings due to work or family conflicts, but with today's technology we can record them and watch at our convenience. This is an important service to provide to the citizens of the community.

Sincerely,

Mary Tellock  
701 Second Street  
Menasha, WI 54952

**From:** Michael Hansel <riker@athenet.net>  
**To:** <mtaylor@ci.menasha.wi.us>  
**Date:** Mon, Sep 12, 2005 2:43 PM  
**Subject:** Question, Comment, or Request from Website Visitor

*From  
Alderman Michael E Taylor*

Below is the result of your feedback form. It was submitted by  
Michael Hansel (riker@athenet.net) on Monday, September 12, 2005 at 14:42:18

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To: mtaylor@ci.menasha.wi.us

Name: Michael Hansel

Phone: 920.722.7213

Email: riker@athenet.net

Method: Phone

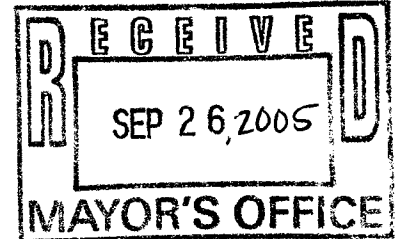
Comments: Dear Alderman Taylor,

I would like to know when can the taxpayers of the City of Menasha, expect to see televised meetings of their elected leaders in action. I feel this is just as important, if not more important than any other issue in this city at this time. I am sure like myself, many people work odd hours making it difficult in attending the Common Council and Planning Commission meetings. I also feel that a well informed public will use this to help guide their cities leaders in making the better decisions, after all the City of Menasha belongs to the 16,000 + tax paying citizens, not two or three city leaders with a vision. It would also aid the public in making better decisions at the polls at election time.

Respectfully,

Michael Hansel  
537 Broad St.

---





5-1-06

Alderman Merkes:

I am in favor of  
keeping the council meetings  
on cable TV.

Shirley Smith

819 S. Military Rd

Chilton WI 53014

920-428-6440

[Print](#) - [Close Window](#)**Subject:** FW: Question, Comment, or Request from Website Visitor**Date:** Tue, 26 Dec 2006 13:51:19 -0600**From:** "Debbie Galeazzi" <dgaleazz@ci.menasha.wi.us>**To:** "Don Merkes" <dmerkes@ci.menasha.wi.us>, "James Taylor" <jtaylor@ci.menasha.wi.us>, "Sue Wisneski" <swisneski@ci.menasha.wi.us>, "Steve Pack" <spack@ci.menasha.wi.us>, "Eric Hendricks" <ehendricks@ci.menasha.wi.us>, "Terry Eckstein" <teckstein@ci.menasha.wi.us>, "Thomas Michalkiewicz" <tmichalkiewicz@ci.menasha.wi.us>, "Jan Chase" <jchase@ci.menasha.wi.us>, "Joe Laux" <mayorjoe@ci.menasha.wi.us>

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**From:** apache on behalf of Patty Ulrich**Sent:** Tue 12/26/2006 12:06 PM**To:** Debbie Galeazzi**Subject:** Question, Comment, or Request from Website Visitor

Below is the result of your feedback form. It was submitted by  
Patty Ulrich (pjulrich@uspower.net) on Tuesday, December 26, 2006 at 12:06:47

-----

To: dgaleazz@ci.menasha.wi.us

Name: Patty Ulrich

Phone: 920-725-7558

Email: pjulrich@uspower.net

Method: Email

Comments: Please communciate to Mayor Laux and our council members my great disappointment and irritation at their voting to discontinue the broadcast of City Common Council meetings. Due to other responsibilities and time constraints I am not always able to attend the Monday night meetings. This is a giant step backwards for the city to take. What will the city do with the fee they enacted on cable subscribers to pay for this service to the citizens? I had not complained about paying this fee. If the broadcasts are discontinued, I don't want to pay the fee for it. Don't think that the Citizens of Menasha aren't watching what is being done by the Council. We are watching and we will continue to watch.

## **2007 ASPHALT PAVER TABULATION**

• <b><u>FABCO – CAT</u></b>	New Paver Model AP-800D	\$293,210.00
• <b><u>MILLER-BRADFORD &amp;RISBERG, INC.</u></b>	New Paver Model Blaw-Knox PF-161	\$243,600.00
• <b><u>ROLAND MACHINERY</u></b>	New Paver Model Vogele 2116W	\$243,810.00
	<b>2004 used w/350 hours Vogele 880WB</b>	<b>\$215,200.00</b>
• <b><u>ARING EQUIPMENT CO. INC.</u></b>	New Paver Model CR352 Demo unit CR352 w/927 hours	\$260,637.31 \$202,000.00

The Department of Public Works considers Roland Machinery to be the successful vendor. The Department of Public Works also recommends the City of Menasha pursue the purchase of the [2004 used Vogele 880WB w/350 hours at a purchase price of \\$215,200.00](#) with the transaction to be after January 1, 2007. The delivery date of the paver to be after April 15, 2007 and before May 1, 2007.

Although Aring Equipment Company inc. has proposed a demo unit for at less cost the hours used exceed the maximum hours required in the request for proposal. This would also be a sight unseen purchase. All vendors were asked to provide a paver during the season for the department crews to actually use and Roland Machinery was the only vendor to do so.

This is a printer friendly version of an article from the **Appleton Post-Crescent**

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## Letters: Menasha meetings belong on television

Advertisement

TO: COUNCIL  
FM: ALD MERKES

December 22, 2006

As a property owner in the city of Menasha, I'm also "shocked" by the news of that council meetings are no longer available for the public to view on television.

I further can't understand why Ald. Steve Pack would make a statement about an informal survey that he completed, since he's only a single representative of this city, and exactly what does the number 51 represent to me?

I also take issue with a mayor who refuses to vote on an issue when, according to the P-C article, there were many positive reasons to continue with a service that was not costing the city money to televise.

I have to agree with Ald. Don Merkes about this, and our mayor, Joe Laux, should be doing his duty, and that is to represent all of the people in the city of Menasha.

He and all the council are accountable to not only me, but every other taxpayer in this city.

I also agree with Jeff Reidl, about putting it on the city's Web page, with many people having satellite dishes instead of cable.

I have written to my alderman, James Taylor, and several others about this, voicing my opinion.

I believe that the meetings being televised were very positive, and good for the majority of the people. If there would be an actual survey taken, I believe it would show benefit for the majority.

I would like to know who the four council persons are who voted this out. Should that not be made public record also?

I really hope that this is not the end of this subject, and that it will be revisited again.

Connie Pingel, Menasha

Editor's note: The four council members who voted to stop the telecasts were Steve Pack, Terry Eckstein, Tom Michalkiewicz and Jan Chase.

This is a printer friendly version of an article from the **Appleton Post-Crescent**

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## Letters: Menasha aldermen betrayed constituents

Advertisement

TO: COUNCIL  
FM: ALD MERKES

December 24, 2006

City of Menasha aldermen Michalkiewicz, Eckstein, Chase and Pack voted to eliminate televising our city council meetings by voting not to renew a contract with UW-Fox Valley. Mayor Laux could have broken the tie vote but chose not to.

What are these four aldermen and our mayor afraid of? Open government, people watching you? Being accountable?

Do the four aldermen realize that, by taking the televising away, residents may start subscribing to other services like Dish Network or Direct TV, thereby reducing income to our city? Why should Time Warner Cable subscribers pay a franchise fee of more than \$140,000 combined and get nothing in return?

Someone with a \$100,000 home would save less than \$1.85 on their property taxes by not renewing the contract. And that is only if the city actually used franchise fees for tax relief.

I and many other residents who aren't able or are unavailable to attend the meetings are able to watch our city government in action. We want to know what our city fathers are doing. Over the past 10 months, more and more people were starting to watch these meetings. It takes a period of time to make something like this work and feedback has been very positive. And now, for some reason, these four aldermen just took that away from us.

It's time to stand up and be heard. It's time to be proactive and provide an open government and civic involvement.

Aldermen, you were voted in by the people, so start doing your job for the people. Let's see what's going on in our city when we're unable to attend meetings in person — or give us our franchise fees back.

Stephanie Hendricks, Menasha

Rachel Fitzgerald  
362 Winnebago Avenue  
Menasha, WI 54952  
(920) 727-9657  
[rhinske@msn.com](mailto:rhinske@msn.com)

Steve Pack, District 4  
823 Emily Street  
Menasha, WI 54952

Jan Chase, District 8  
176 Royal Oaks Court  
Menasha, WI 54952

Terry Eckstein, District 6  
736 Paris Street  
Menasha, WI 54952

Joe Laux, Mayor  
105 DePere Street  
Menasha, WI 54952

Tom Michalkiewicz, District 7  
1408 Geneva Road  
Menasha, WI 54952

Dear Council Members and Mayor:

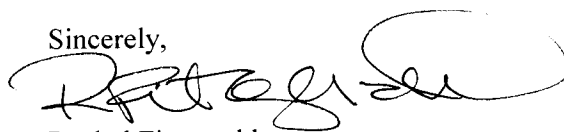
I was born and raised in Menasha. I currently live in Menasha. My family has lived in this area for several generations. I am an attorney in Neenah, and I am also an active member in my community.

It is my understanding that the five of you have voted to stop placing the council meetings on television. I am appalled with this decision. Rest assured, this has become a very hot topic of conversation among many of my friends, colleagues, and family members. Each time I discuss your decision with people, we are all dumbfounded as to how taking the meetings off television could possibly be in the public's best interest.

Why wouldn't you want the public to have as much access as possible to these meetings? I want to know why it is a bad thing to hold our elected public servants to the utmost level of accountability and social responsibility. Therefore, I challenge all of you to provide me with one good reason for your decision.

That being said, I believe that your votes actually have had a positive effect. You have inadvertently sent the message to Menasha, loud and clear, that they need to be more watchful of the Council.

Sincerely,



Rachel Fitzgerald

Cc: Donald Merkes  
Sue Wisneski  
James Taylor  
Eric Hendricks

[Print - Close Window](#)

**Date:** Thu, 28 Dec 2006 06:41:16 -0800 (PST)  
**From:** "ROBERT-DELORES Jacobson" <bob\_delores@sbcglobal.net>  
**Subject:** televised viewings of Monday night meetings  
**To:** "Don Merkes" <dmerkes@sbcglobal.net>

Dec. 28, 2006

Robert & Delores Jacobson  
209 Lawson Street  
Menasha, 54952

To all of Menasha City Council :

My husband, Robert, & I strongly urge you to re-consider the taping of Monday night meeting sessions for televised viewing. What an excellent way to keep the public you represent informed and educated on all matters concerning the city in which we live and pay our property taxes to. Also, we pay for this televised service through our Time Warner cable franchise fees. We are among the people who cannot attend most Monday night meetings due to other obligations. We greatly appreciate the "right" to view "actual sessions" on tv, and it is an excellent tool for us to hear questions & concerns of various other city residents. Also, in keeping us informed & educated, all of your city residents, whose concerns should be a main focus of your job, are also given the right to formulate our own questions and express our own concerns to you. I sincerely hope that this is important to all of you, considering the duties you have as city council members.

Also, "IF" you no longer tape the meetings for televised viewing, I expect all city residents who pay for cable to see a refund on their cable bills. Otherwise, WHAT WILL YOU DO WITH THIS MONEY? We have our rights to know as public citizens.

Thank you greatly for your consideration.

Robert & Delores Jacobson

4-30-06

To whom it may concern:

It is to my advantage to be able to see city council meetings on TV, as I don't have a car, and I'm getting to old to walk (especially if weather is bad). I've always been interested in what goes on in our city, so "please", kept monitoring all city council meetings on TV. I'm sure there are many like me that want the same.

Mrs. Ruth Hawkins  
7 High St.  
Menasha



Date: Wednesday, October 11, 2006  
Time: 09:56AM  
User: JSASSMAN

**CITY OF MENASHA**  
Detail General Ledger - Standard  
Periods: 01-06 Through 10-06 As of: 10/11/2006 Ledger ID: ACTUAL

Page: 1 of 2  
Report: 01620.rpt  
Company: 31100

Acct	Sub	Jrnl	Tran	Bat	Per	Reference	Tran	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
ACCT: 21 ACCOUNTS PAYABLE												
21	04-294-00C	AP	AD	300601	01-06	007863	1/16/2006	MENASHA POSTMASTER	0.00	0.00	4.55	0.00
21	04-294-00C	AP	AD	300601	01-06	007864	1/16/2006	PICK 'N SAVE	0.00	0.00	300.00	0.00
21	04-294-00C	AP	VO	300587	01-06	007757	1/10/2006	GROUND ROUND	325.00	0.00	0.00	0.00
21	04-294-00C	AP	VO	300587	01-06	007759	1/10/2006	MENASHA POSTMASTER	4.55	0.00	0.00	0.00
21	04-294-00C	AP	VO	300587	01-06	007766	1/10/2006	PICK 'N SAVE	300.00	0.00	0.00	0.00
21	04-294-00C	AP	VO	300587	01-06	007767	1/10/2006	PIGGLY WIGGLY #24	300.00	0.00	0.00	0.00
21	04-294-00C	AP	VO	300587	01-06	007768	1/10/2006	WAVERLY BEACH SUPPER CLUB	300.00	0.00	0.00	0.00
21	04-294-00C	AP	VO	300603	01-06	007900	1/16/2006	MENASHA POSTMASTER	5.09	0.00	0.00	0.00
21	04-294-00C	AP	VO	300603	01-06	007907	1/16/2006	PICK 'N SAVE	190.00	0.00	0.00	0.00
21	04-294-00C	AP	VO	300603	01-06	007912	1/16/2006	NEENAH-MENASHA YMCA	109.46	0.00	0.00	0.00
Sub: 04-294-000												
										Sub Acct Added During Posting		
Period 01-06										1,229.55	1,534.10	304.55
Period 02-06										0.00	0.00	0.00
Period 03-06										0.00	0.00	0.00
Period 04-06										0.00	0.00	0.00
Period 05-06										0.00	0.00	0.00
Period 06-06										0.00	0.00	0.00
Period 07-06										0.00	0.00	0.00
Period 08-06										0.00	0.00	0.00
Period 09-06										0.00	0.00	0.00
Period 10-06										0.00	0.00	0.00
Sub 04-294-000										1,229.55	3,185.10	2,804.55
Acct 21										1,229.55	3,185.10	2,804.55

Remember 9/11 event ←

→ U of W Home Event

programs  
flags  
essay winner trophy  
Bill  
Fickel  
utility fees  
Rotary  
glove sticks  
miscellaneous deposit



Print - Close Window

**Date:** Thu, 28 Dec 2006 08:49:48 -0600  
**From:** "Sandra Dabill" <SDabill@mcmgrp.com>  
**To:** dmerkes@sbcglobal.net  
**Subject:** Re: televising

Over the past year, I have been unable to physically attend various Council Meetings. However, my absence from the gallery did not mean to imply that my interest in City government dimmed. I relied upon recording the meetings when my schedule allowed. This alternative has now been defeated by a majority vote, forcing me to either rearrange my schedule or miss attending Council Meetings.

As a cable subscriber who is charged a franchise fee, I want the Council to uphold its promise when it voted to accept the cable settlement and allocate funds to televising, when it raised the franchise fee charged to subscribers, when it budgeted for 2007 broadcasts. Within the past few months, you have voted three times to continue, and with one tie vote you have eliminated open government.

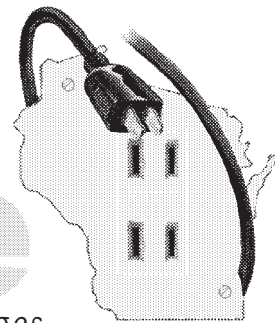
A referendum on this issue is not warranted. The City did not have a referendum on spending \$40-million on the steam plant, on renovations to the plant, on constructing a new Fire Station or City Garage, or selling land that the City still owed over \$150,000 to a developer for \$1.00 and associated "incentives" (hand-outs) given to this same developer. In addition, only cable subscribers pay the franchise fee, only they should vote on any proposed referendum.

**A Coalition**  
to preserve  
Wisconsin's  
Reliable and  
Affordable  
Electricity

# Customers First!

## the Wire

Plugging you in to electric industry changes



608/286-0784 • P.O. Box 54 • Madison, WI 53701 • [www.customersfirst.org](http://www.customersfirst.org) • JANUARY 2007 • Vol. 12, No. 1



## A hard fall

The autumn of 2006 was not kind to electric utility restructuring's remaining enthusiasts. One study after another came to the conclusion that restructuring had not delivered what customers were hoping for. Some even went so far as to suggest states that had taken the plunge might want to seriously consider trying to jump back up to the top of the cliff.

Easier said than done, perhaps. But then nobody said it was going to be easy to fix the discontents that led to restructuring in the first place. Or did they?

Herewith, a sampling of the abundant second thoughts that found their way into print during the closing months of last year:

## Competition or bust

Large industrial users of electricity always seemed like the ones best positioned to benefit from electric restructuring and retail competition. Competing suppliers would beat a path to their doors, right? So when a nationwide organization of the biggest users says going back to regulation might be the better way, it's clear something's

gone seriously wrong.

Early in December, ELCON (Electricity Consumers Resource Council), a national association representing most manufacturing sectors, released a paper repeating its commitment to competitive electricity markets, saying today's markets aren't competitive and concluding that "if today's organized markets cannot be fixed, a return to traditional regulation" should be explored.

ELCON President John Anderson said the organization published a similar paper in 2004 that said industrial electricity users believed electricity markets were "not only less competitive than those existing before 'restructuring,'" but also "demonstrably less consumer oriented."

Last month's ELCON paper offered three recommendations. The first: States that have not restructured shouldn't. The second: Existing electricity markets be "fixed." The third, that if they can't be fixed, then states should "explore a return to traditional regulation."

Anderson added that ELCON has been meeting with federal regulators to discuss ways of improving today's power markets. "In a competitive market, when consumers are not satisfied, suppliers listen," Anderson said. "In these markets suppliers don't even communicate with the consumers."



**More examples on page 3...**

## Buying up the Beach

Last August, *The Wire* took notice of WE Energies ratcheting up its interest in finding a buyer for the Point Beach nuclear power plant. Just before Christmas, the Milwaukee-based utility announced "a definitive agreement" to sell the plant to FPL Energy, part of Florida's FPL Group and a major operator of nuclear facilities, with plants in Florida, Iowa, and New England.

The purchase price is reported to be approximately \$1 billion and the companies anticipate a long-term agreement under which the plant's entire output will be sold to WE Energies.

The utility said under the agreement, the per-kilowatt-hour cost of power for WE Energies customers would be below the projected cost if the present ownership continues. However,



**Continued on page 2...**

THE WIRE is a monthly publication of the *Customers First!* Coalition—a broad-based alliance of local governments, small businesses and farmers, environmental groups, labor and consumer groups, retirees and low-income families, municipal electric utilities, rural electric cooperatives, wholesale suppliers, and an investor-owned utility. *Customers First!* is a coalition dedicated to preserving Wisconsin's reliable and affordable electricity.

If you have questions or comments about THE WIRE or the *Customers First!* Coalition, please call 888/960-4778.



# THINKING THINGS THROUGH

By CFC Executive Director John Sumi



Sumi

The close of 2006 brings some interesting reports that continue to challenge assumptions about the role markets should play in energy policy, along with breaking news on an issue that puts another key energy policy decision in the hands of Wisconsin utility regulators.

The continuing bad news from states that restructured and deregulated their energy utility industries is threatening to dislodge the support of one of the restructuring movement's early backers—large industrial customers. An announcement by ELCON (Electricity Consumers Resource Council) in recent weeks suggested that if wholesale power markets could not be fixed, policymakers should consider returning to traditional regulation. The ELCON announcement also urged any state still considering restructuring to hold off from doing so.

It's likely a coincidence, but the timing of a Federal Energy Regulatory Commission announcement shortly before the holidays is interesting. The FERC plans to conduct a series of public conferences to evaluate the level of competition in wholesale power markets. The announcement came the same day a federal court of appeals in California issued a ruling chastising the agency about its uncritical reliance on market results and indifference to price-gouging by Enron and others during California's 2001 energy crisis. The court ordered FERC to hold new hearings to determine whether rates charged by energy suppliers were reasonable, renewing the possibility of refunds for California consumers.

WE Energies' announcement that it has reached agreement with Florida Power & Light as a potential buyer for its 1030 MW Point Beach Nuclear Power Plant is not a surprise. The company went public with its interest in selling the plant early in 2006 and speculation of an announcement had been building in recent weeks. CFC previously opposed the sale of Wisconsin's other nuclear power plant to out-of-state operators. The details of the Point Beach sale proposal are yet to be seen and will deserve close scrutiny to determine whether the sale is in the interest of Wisconsin customers. 💡

## Point Beach Continued from front page...

Charlie Higley of the Citizens Utility Board predicted rates would increase, adding, "The people of Wisconsin will lose any ability to oversee the operations of a nuclear power plant located on the shores of Lake Michigan."

Before the sale can be finalized, it must win approval from Wisconsin's Public Service Commission, the U.S. Nuclear Regulatory Commission, the Federal Energy Regulatory Commission, the U.S. Department of Justice, and the Federal Trade Commission.

Point Beach is currently operated on behalf of WE Energies by Hudson, Wisconsin-based Nuclear Management Corporation (NMC). Assuming the deal closes, FPL will take over management and operation, shrinking an NMC fleet previously diminished by the 2005 sales of Wisconsin's Kewaunee plant to Virginia's Dominion Resources and of Iowa's Duane Arnold Energy Center to FPL. Michigan's

Palisades plant, also operated by NMC, was sold to New Orleans-based Entergy Corp. late last year. NMC continues to operate the Monticello and Prairie Island plants in Minnesota.

The two generating units at Point Beach came on line in 1970 and 1973 and recently won license extensions from the Nuclear Regulatory Commission. They're now licensed to operate until 2030 and 2033. 💡

## Energy saver tip

As heating season and related costs reach their annual peak, remember, your electricity provider can suggest ways to cut unnecessary energy use. Don't hesitate to call your local utility or visit [www.focusonenergy.com](http://www.focusonenergy.com) for conservation ideas. 💡



## Dismissed for lack of evidence

There's been no shortage of academic research on electric restructuring over the years, and once in a while you'll find a study that says consumers have been benefiting, despite a lack of competing service providers and energy prices rising pretty much everywhere.

This fall, an economist from Boston's Northeastern University produced a report examining what's been published recently and seeking to answer lingering questions about what it all means. In "Restructuring the U.S. Electric Power Sector: A Review of Recent Studies," Professor John Kwoka finds there's no reason to believe electricity customers have benefited.

Prepared for the American Public Power Association and released in November, Kwoka's paper looked at a dozen other studies that he describes as "the most comprehensive, prominent, and oft-cited evaluations of electricity restructuring. Noting that they differ in their methodologies and their conclusions, Kwoka focused on methodology to assess "the confidence one might place in their conclusions."

Kwoka's confidence level is not high. While he commends some for acknowledging their own limitations, his general observation is that all 12 ignore too many potential factors to paint a true picture of restructuring's effects. For instance, many states' post-restructuring electricity prices have been heavily influenced by rate reductions and freezes, stranded cost adjustments, and excess capacity, Kwoka said, meaning that prices "are actually administratively set and not at all a reflection of the permanent or equilibrium market price."

Moreover, he said, restructuring has been "accompanied" by market power, market manipulation, and numerous utility mergers—factors that are "scarcely mentioned in most studies even though a full accounting of restructuring should address all the costs and risks of reforms, such as the loss of vertical-integration savings and the increased risk of market power abuses, as well as any benefits"

All in all, Kwoka concludes, "The methodologies used in these studies consistently fall short of the standards for good economic research. In addition, most of these studies fail to fully address the effects of restructuring. These deficiencies call into question the conclusions reached by existing studies of restructuring."

The bottom line: Kwoka found "no reliable and convincing evidence that consumers are better off" because of efforts to remake the U.S. utility industry over the past dozen years. 💡

## Retrace your footsteps

In a season festooned with adverse studies of electric restructuring, Delaware lawmakers have commissioned another—not to find additional fault but to find the way back and suggest how the state might re-establish traditional utility regulation.

Early last year, Delmarva Power announced plans for big rate increases, bringing criticism from, among others, state lawmakers who supported Delaware's 1999 restructuring law. Facing a wave of protest from disgruntled customers, the Legislature took up a series of proposals including one calling for a study examining how to go about re-regulating the electric industry.

At the end of November, state officials issued a request for proposals to look at the pros and cons of re-regulation. John Flaherty, lobbyist for Common Cause of Delaware, called the move "feasible," saying, "Most people in the public are clueless as to why we deregulated in the first place," according to the *Delaware State News*.

On the other hand, the *News* found some skepticism about finding the way back to traditional regulation. One state senator who provided the only vote against the original 1999 restructuring law predicted the re-regulation report will wind up buried in a committee.

According to the *News*, retail competition has failed to develop in Delaware because the restructuring law froze Delmarva's rates and in recent years has kept them below market prices. That, the *News* says, effectively barred competitors from entering the market because they could only lose money.

With the caps about to expire, Delmarva announced it was raising residential rates 59 percent. 💡



## Flawed from the start

Just about half of the 50 states have taken a look at their electric utility industries and decided they preferred something else. Michigan took the plunge seven years ago, and in November, a private consulting firm looked back at what has happened and concluded that things started going wrong immediately—with the legislation that made the experiment possible.

Public Sector Consultants, Inc. of Lansing called Michigan's restructuring laws "a flawed attempt," adding, "Challenges created in the original legislation—coupled with the initial implementation decisions of the Michigan Public Service Commission—have created an economically unsustainable system for both producers and consumers of electricity in Michigan."

Sponsored in part by the Michigan Municipal Electric Association, the study analyzed the economic and policy effects of the 2000 restructuring law. In addition to the initial flaws, it found, "Artificial incentives to encourage consumers to move to competitive electric producers, combined with Michigan's continued price distortion (with higher commercial and industrial rates supporting lower residential rates), have exacerbated the situation."

Jeff Williams of Public Sector Consultants acknowledged that residential rates were lowered, but he pointed out that they "were not lowered by competitive market forces; instead, they were decreased by a price cap on Michigan's two major electric producers, which expired at the end of 2005."

Jim Weeks of the Municipal Electric Association noted, "The savings that were seen by business customers appear to have been more an effect of artificial incentives or Michigan's skewed rates, instead of a truly competitive market with a number of suppliers."

Jim Beaubien of Protect Michigan, a co-sponsor of the report, said with the combination of "skewed rates and different obligations on incumbent versus competitive utilities to serve customers, Michigan will have a tough time meeting the increased future electricity demands" projected by the state's regulatory commission. 💡

Be sure  
to check out the  
Customers First!  
web site at



**www.customersfirst.org**



## Quotable Quotes

*“Despite much advocacy, there is no reliable and convincing evidence that consumers are better off as a result of restructuring of the U.S. electric power industry...”*

—Professor John Kwoka, Northeastern University, in  
“Restructuring the U.S. Electric Power Sector: A  
Review of Recent Studies,” prepared for the American  
Public Power Association, November 2006

Help us share our messages with others. If you know of businesses or organizations that would like to learn more about protecting Wisconsin's reliable and affordable electricity, please feel free to copy and share with them all or part of this newsletter, or you can call 608/286-0784 to arrange an informational meeting.

**Customers First!**  
Plugging Wisconsin In



A Coalition  
to preserve  
Wisconsin's  
Reliable  
and Affordable  
Electricity

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Madison, WI 53701

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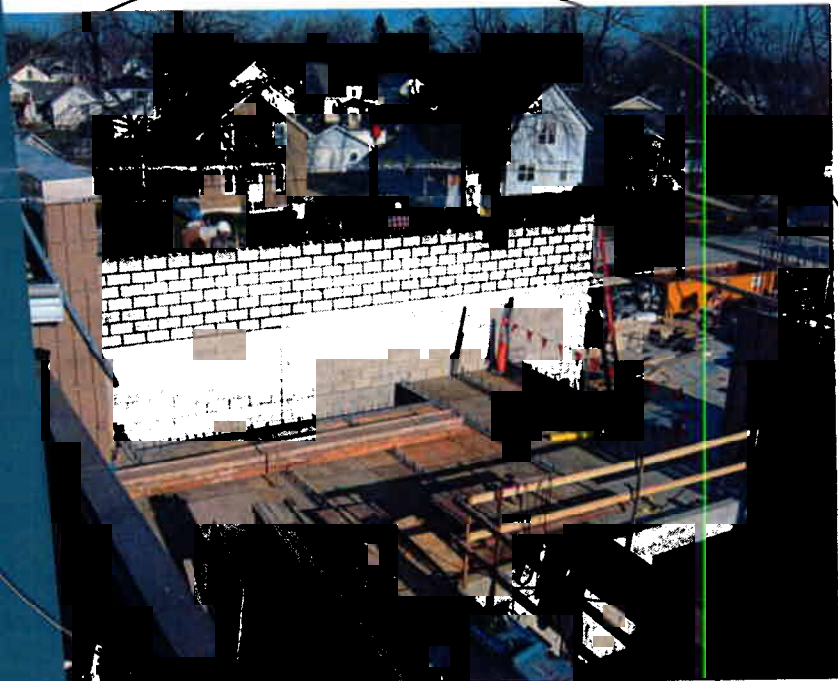
# Monthly Construction Report

## December 2006

### WATER TREATMENT PLANT MODIFICATIONS



Prepared For The  
**MENASHA UTILITIES**  
City Of Menasha, Wisconsin



Prepared By:



December 20, 2006  
McM. No. M0002-940266.06

DJV:smdt

**Monthly  
Construction  
Report**  
December 2006

**Monthly  
Construction Report**  
December 2006

**WATER TREATMENT PLANT  
MODIFICATIONS**



Prepared For The  
**MENASHA UTILITIES**  
City Of Menasha, Wisconsin

December 20, 2006  
McM. No. M0002-940266.06

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**Construction Project Team:**

- |                                       |                                   |
|---------------------------------------|-----------------------------------|
| ■ Jerry Sturm, Plant Manager          | Menasha Utilities                 |
| ■ Donald Voogt, P.E., Project Manager | McMahon Associates, Inc.          |
| ■ Rodney Manthey, On-Site Rep.        | McMahon Associates, Inc.          |
| ■ Darin Garbisch, Project Manager     | C.D. Smith Construction Co., Inc. |
| ■ Bill Schmitz, Superintendent        | C.D. Smith Construction Co., Inc. |

**Monthly Construction Progress:**

- The waste washwater top deck and floor of the Ultraviolet (UV) Room were completed.
- The filter inlet channel construction has been completed.
- The CT basin base slab is complete, and work on the walls has begun. The GAC contactor walls are currently being constructed.
- Roofing on the new building above the sedimentation basin is 95% complete. Roof drains and lights are being installed.
- Filter inlet piping installation is on-going and nearly complete. The system air compressor has been installed and is currently being piped.



# Monthly Construction Report

December 2006

## Monthly Construction Progress: (continued)

- Temporary doors, pipe, insulation and heat tracing, as needed, has been installed in advance of cold weather.
- The mason has mobilized, and the block wall enclosing the UV Room has been started.
- Mechanical inserts and process piping and plumbing are being installed, as needed, to coincide with concrete walls and deck construction.
- Structural steel for a portion of the Process Building superstructure has been delivered and erected. The north and west walls are ready for precast wall panel installation.

The following table indicates the status of several major construction categories:

■ Demolition .....	90% Complete
■ Loading Dock.....	100% Complete
■ Building Excavation .....	100% Complete
■ Sedimentation Basin Enclosure .....	100% Complete
■ Filter Construction (concrete) .....	100% Complete
■ GAC Construction .....	20% Complete
■ Waste Washwater Basin (concrete) .....	100% Complete
■ CT Basin .....	20% Complete
■ Intermediate Pump Station (concrete) .....	100% Complete
■ Process Piping.....	15% Complete
■ Building Structural.....	0% Complete
■ HVAC .....	7% Complete
■ Plumbing .....	18% Complete
■ Chemical Storage .....	0% Complete

## Monthly Engineering Progress:

- Shop Drawings for ventilation fans, process pumps and guardrail were processed.
- Engineer answered Requests For Information (RFI's) from the Contractor, and issued Construction Bulletins (CB's), as the need arose.
- McMahon Associates, Inc. continues to have a resident observer on-site.

### **Construction Look-Ahead:**

Work in the next month will include construction of concrete walls for the GAC contactors, installation of structural steel and precast concrete on the north and west walls, and gallery piping. Final roofing and parapet flashing details will also be completed. Installation of lights in the new building, above the sedimentation basin, is on-going.

### **Current Project Concerns:**

C.D. Smith continues to push progress to get as much concrete poured prior to freezing winter weather. Good weather in December has created excellent working conditions.

Plant staff has discovered four large (24-inch) butterfly valves in the old part of the Treatment Plant, which are completely worn out and one has broken. These valves will need to be replaced, and the estimate for this work is \$30,000. The project is waiting for direction from the Utility on this work.

Plant staff has requested that additional security cameras be installed on the new plant exterior. A quote of \$31,627 for this work has been received. Prices are being obtained for a scaled-down version of this work.

A problem exists with using the new carbon lift monorail / hoist due to slow lift speeds and occasional motor overload. C.D. Smith is obtaining prices for replacing or refurbishing this hoist system.

The Utility is considering reducing the quantity of Granular Activated Carbon (GAC) to put in the new GAC contactors from an 8-foot to a 4-foot depth. The purpose would be to stagger replacement of the GAC media in the years to come by gradually building up to an 8-foot depth with the addition of 4-feet of media to one cell per year. The initial savings to the project would be \$120,627. This concept is endorsed by McMahon Associates, Inc., and the project is waiting for confirmation from the Utility before proceeding with this change.

**Monthly  
Construction  
Report**  
December 2006

**Contingency Management / Change Orders:**

There were two Change Orders initiated this past month.

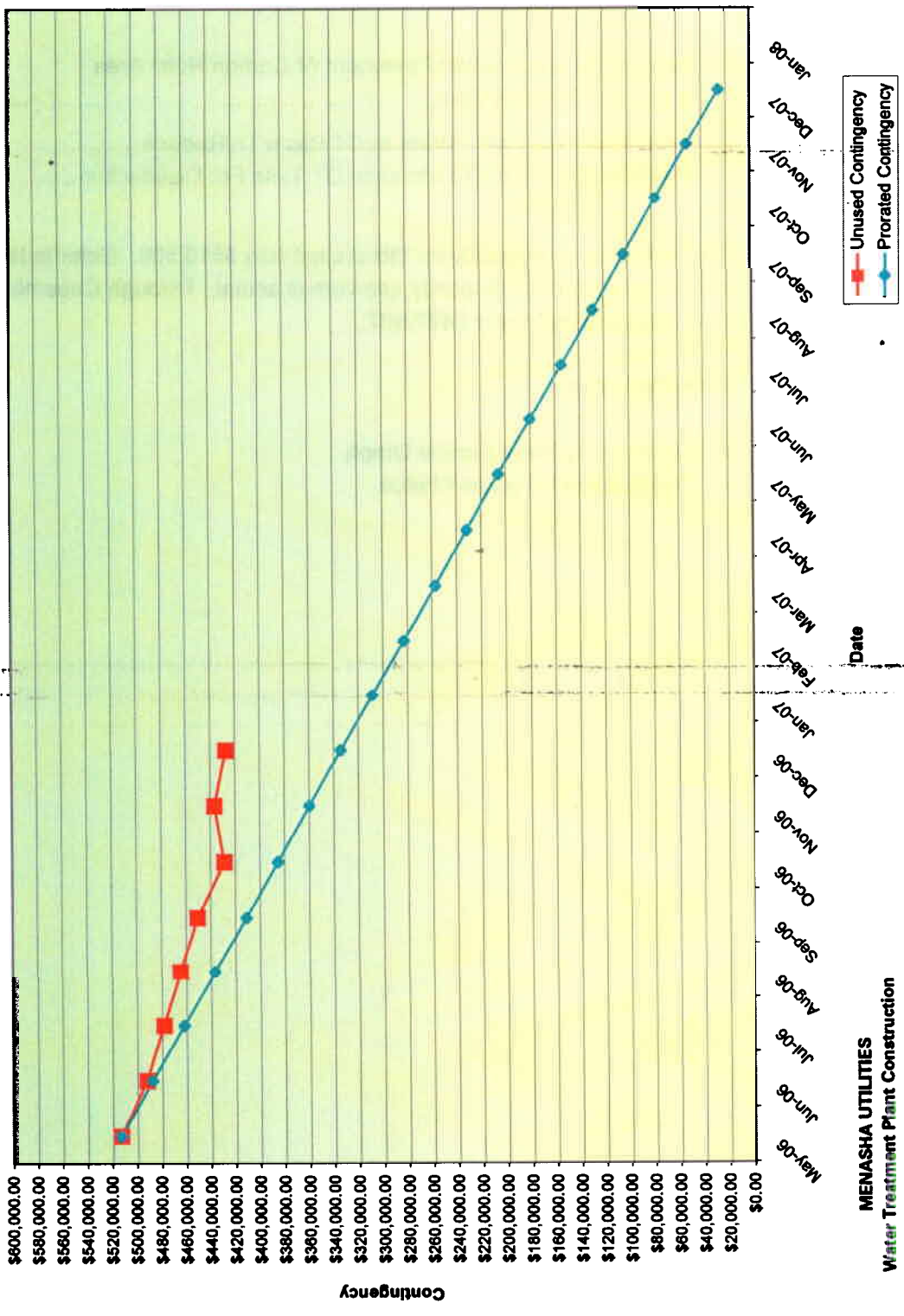
- Replace Broken Asphalt Pavement At Carbon Hoist Area  
With New Concrete Slab..... + \$1,843
- Install Concrete Baffle Walls In CT Basin To Reduce  
Short-Circuiting And To Increase CT Time For Disinfection..... + \$7,553

The beginning contingency for this project was \$513,800. Refer to the attached graph of projected contingency use versus actual. Through December 2006, the remaining contingency is \$427,607.

**Attachments:**

- Contingency Management Graph
- Construction Progress Photos

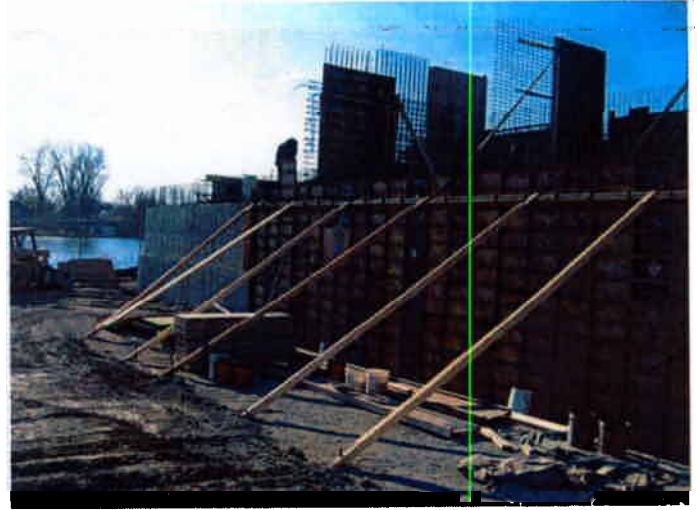
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**MENASHA UTILITIES**  
**Water Treatment Plant Construction**  
**C.D. Smith Construction Contract**  
**Contingency Management**

**Monthly  
Construction  
Report**  
December 2006

**Construction Progress Photos**





**Monthly  
Construction  
Report**  
December 2006

**Construction Progress Photos**



# Focus

18 Dec 2006 • No. 27

## In brief

*With deepest apologies to Dr. Seuss, our readers, and public officials of all stripes, Focus steps briefly away from offering informative analysis to extend light-hearted best wishes for the holidays and the new year.*

## Capitol notes

■ Many school districts in Racine county are experiencing unprecedented property tax increases for 2006-07 (see Focus #26). The Racine county board stopped offering a multidistrict, cooperative approach to special education and shifted costs to individual districts.

■ Among the names of new legislative committees are these two from the senate: first, Campaign Finance Reform, Rural Issues & Information Technology; and, second, Small Business, Emergency Preparedness, Workforce Development, Technical Colleges & Consumer Protection.

■ Walworth and Waukesha counties and the Village of Weston were winners of the 2006 Good Government Award sponsored by Foth & Van Dyke. The award honors successful intergovernmental cooperation. One of the contest judges was WISTAX President Todd A. Berry.

■ Past participants in Badger Boys State can learn more about the program's alumni association at [www.bbsalumni.com](http://www.bbsalumni.com).

## Grinchly



## gifts for Wisconsin pols

**D**oubtless, you've heard  
Of the Grinch and his dog.  
Up the chimney they stuffed,  
Gifts, tree, and yule log.

The Grinch hated Christmas,  
But then his heart grew.  
He returned stolen presents.  
He loved ev'ry Who.

What Seuss fails to mention  
Is there's more to his tome:  
The tale of Wis-con-sin  
Pols under the dome.

And of good, honest folk  
Who rarely are seen,  
While those in the spot-light  
Can be . . . ra-ther mean.

And, so, we now turn to  
The Grinch and dog Max,  
And the gifts they will bring  
In bags, sat-chels, and sacs.

The Grinch tried to hide  
His long list from our eyes.  
But the names he recorded  
We were able to spy:

For starters, there's Jim,  
Guber-na-tor, by name.  
He's getting a b-ball.  
And, perhaps, a new game.

"It just might be time  
To blame others than Scott  
Or Coolidge," the Grinch said,  
"The line's no longer hot."

"It's losing its spark.  
It's not two-thousand-and-two.  
You need a new reason.  
Here's what we will do:

"Th'economy's slowin.'  
Housing has dropped.  
We'll blame it on . . . Canada.  
There's an idea that's tops."

And what about Tommy  
Who still nurtures a dream?  
Here's a novel idea,  
A fan-tas-mi-gor-ical scheme:

They have it in Germany,  
Israel, and Rome.  
No, it's not Governor,  
But, it'll be under the dome.

We'll have a state president,  
Cer'monial, it's true.  
But it's the title he's wanted.  
He'll have big things to do:

Weddings, bar mitzvahs,  
Plant op'nings and more  
Trips Harley, trout fishing,  
And deer hunts galore.

Along with the guv gifts,  
The list also has Huebsch.  
With no Gard around,  
His flock's likely to b\*\*\*\*.

The Speaker's down eight seats—  
No room to ma-neu-ver.  
With no votes to spare,  
He might finish like Hoover.

Give high chairs or play pens?  
Insulting! Im-prac-ti-cal.  
What Mike needs are Abe's words  
On team shirts so gra-phi-cal.

Young turks and old geezers  
Could read Abe's command:  
A House that's di-vi-ded  
Is a house that won't stand.

And then there's nurse Judy,  
From down in Rock county.  
She went out for elephant and  
Brought home her bounty.

"What does she need?"  
The Grinch asked of dog Max.  
Like Pan-zer and Scott Fitz,  
Friends watchin' her back.

The Grinch-list was loaded  
With lawmakers lots  
From Bies, Cullen, Coggs  
To Zfe-g'l-bauer, Ott.

For Miller, a health plan  
That's run by the state.  
For Ellis, a new board,  
A black one with slate.



For Erpenbach, taxes  
On sales of all kinds,  
For Sen-a-tor Al,  
A new job he might find.

Ol' Fred gets a cig' ban,  
And Black gets some regs.  
Wood gets a limit,  
And backbenchers, dregs.

But the gift that surprises  
Is Nass's new gah-vel.  
The U. gets the coal  
And the Pres' gets to grovel.

The pols are all dealt with,  
But then there's the staff.  
The gifts are more ser-ious,  
No reason to laugh.

The Grinch read some letters  
From Muel-ler and Lang,  
From Schmie-dick-e, Cat-tan-ach,  
Chandler, they sang:

"After e-ons of budgets  
We weighed with a scale,  
All we want is one simple,  
Sized less than a whale.

"A budget that's short,  
Spends money, just that!  
No big, fancy changes  
That make budgets fat.

"No bills without hearings,  
No sweeping new laws,  
No plans without language,  
No gimmicks with flaws.

"A budget that's balanced  
By GAAP and with truth,  
Is that too much to ask?  
We're not young; we're not youth."

The Grinch pondered long.  
Just *what* could he give  
To fix a state budget  
That leaks like a sieve?

"I've got it," he said.  
It's simple. It's easy.  
It's on the books now.  
It won't make 'em queasy.

We'll trot out a law  
From Guv An-thon-y Earl,  
The one never used.  
It's a gem; it's a pearl!

'Tis a Rainy Day Fund,  
An idea oh so quaint:  
You save in the good times  
For the times when cash ain't.

We'll make them deposit  
And save some each year.  
They'll have to plan first  
'Fore spending appears.

No tricks in accounting,  
No D-O-T trans-fers,  
No bond ratings sick.  
Instead, there'd be answers.

"Hooray!" cried dog Max,  
"Let's do it! No question.  
For once, we'll be ready  
When comes a re-ces-sion."

The Grinch and the dog  
Then paused and looked ghostly.  
They'd forgotten the folks  
Who matter the mostly.

What a-bout those  
Who work hard ev'ry day?  
It's they we should thank.  
For the taxes they pay.

They don't ask a lot,  
Just a state that's not tainted.  
Then the Grinch cried, "Yes! Yes!"  
And Max almost fainted.

We'll give them a break  
From the scan-da-lous headlines.  
Give 'em budgets that pass  
Ahead of the deadlines.

We'll offer them years  
Of state politics clean,  
And government, honest,  
Re-spon-sible, lean.

We'll give them officials,  
Not shifty or lying,  
Who know it's our money  
They spend when they're buying.

We'll find them new pols,  
Who won't fake, fawn, or spin,  
Telling only the truth,  
Caring less if they win,

Who remember their job  
Is to serve, not to stay,  
And know when it's time  
To call it a day.

And just to make sure  
They don't get en-trenched,  
A com-mission re-districts;  
The leggies we bench.

That wraps up the list,  
Except for the names  
Of the wonks who  
Tried poetry, silly and lame.

So when rein-deer fly  
And the moon shines so clear,  
You'll know what is coming  
For Chris'muk-káh and New Year!

*Focus* is published by the Wisconsin Taxpayers Alliance, 401 N. Lawn Ave., Madison, Wisconsin: three times monthly during March through June; and semimonthly during other months. Subscriptions are \$49 for one year and \$99 for three years. WISTAX contributors of \$75 or more receive a free copy. Media reprinting is encouraged with credit to WISTAX requested.

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# Certificate of Appreciation

THIS CERTIFICATE IS HERBY AWARDED TO

**Jeff Brandt**

IN APPRECIATION OF FIVE YEARS OF  
DEVOTED AND INVALUABLE SERVICE PROVIDED  
TO THE PARTICIPANTS AND BOARD OF TRUSTEES OF

**WPPI BENEFIT PLAN TRUST**

*Dennis L. Horner*

Dennis Horner, Chairman

*12-7-06*

Date

**DIVISION OF PUBLIC HEALTH  
LPHD Performance Consolidated Programs  
DPH CONTRACT # 14647**

**Contract Preamble**

This Contract Agreement is entered into for the period **January 01, 2007 through December 31, 2007**, by and between the State of Wisconsin represented by **its Division of Public Health of the Department of Health and Family Services**, whose principal business address is One West Wilson Street, PO Box 2659, Madison WI 53701-2659, hereinafter referred to as Contractor, and **Menasha Health Department**, whose principal business address is 140 Main Street, Menasha WI 54952-3190, hereinafter referred to as Contractee.

The Contractee address above is the address to which payments shall be mailed. If any legal notices required to be sent to the Contractee in the execution of this Contract Agreement should be sent to an address different from the Contractee address noted above, that address should be provided below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Whereas, the Contractor wishes to purchase services from the Contractee as it is authorized to do by Wisconsin law; and Whereas, the Contractee is engaged in furnishing the desired services; Now, therefore, the Contractor and the Contractee agree as follows:

**I. SERVICES TO BE PROVIDED**

The Contractee agrees to provide services consistent with the purposes and conditions of the objectives that it has agreed to attain within the contract period. A detailed description of the objectives to be attained and the documentation associated with that attainment is part of this Contract Agreement as listed in Exhibits I and II, which are attached to this Agreement. The Contractee also agrees to provide to the Contractor documentation (as agreed to in negotiations with the Contractor) of the attainment of those objectives no later than 30 days after the end of the contract period or as specified in Exhibit II.

**II. CONTRACT ADMINISTRATION**

The Contractor's Contract Administrator is **Jean Zastrow** of the Division of Public Health, whose principal business address is 200 N Jefferson St Suite 511, Green Bay, WI 54301-5123. The telephone number of the Contractor's Contract Administrator is (920)448-5231. In the event its Contract Administrator is unable to administer this Contract Agreement, the Contractor will contact the Contractee and designate a new Contract Administrator.

The Contractee's Contract Administrator is **Susan Nett**, whose principal business address is 140 Main Street, Menasha WI 54952-3190. The telephone number of the Contractee's Contract Administrator is (920)967-7511. In the event its Contract Administrator is unable to administer this Contract Agreement, the Contractee will contact the Contractor and designate a new Contract Administrator.

**III. PAYMENT LIMIT**

The Contractor agrees to pay the Contractee in accordance with the terms and conditions of this Contract Agreement, an amount not to exceed **\$43,488.00**. This amount is contingent upon receipt of sufficient funds by the Contractor.



The Contractor will not make payments in excess of the Contract Agreement amounts, with the exception of performance-based incentive funds pursuant to Section XXI.

#### **IV. PAYMENT PROCESS**

1. Payments will be made on a monthly basis. The Contractee will receive one-twelfth (1/12) of the total contract amount each month unless Contractee has failed to maintain quality criteria or proposed progress towards achievement of Contract Agreement objectives as determined by the Contractor. In these situations, the Contractor can make reductions in the monthly payment pursuant to Section XVI.
2. All payments shall be released by the Department on the last business day before the fifth day of the month for municipalities, or the last business day of each month for non-municipalities, with the exception that the payment that would normally be released on the last working day of June shall be released instead on the first working day of July. Checks will be mailed to the Contractee's principal business address unless the Contractee requests, in writing, subject to approval, that the Department mail the checks to a different address.

#### **V. PROGRAM REPORTING**

1. The Contractee shall comply with the program reporting requirements of the Contractor as specified during the negotiation process and as stated in Exhibits I and II of this Contract Agreement. The required reports shall be forwarded to the Contractor's Contract Administrator according to the schedule as specified in Exhibits I and II.
2. Failure to submit the reports specified in the reporting instructions may result in the Contractor rendering sanctions pursuant to Section XVI of this contract.

#### **VI. STATE AND FEDERAL RULES AND REGULATIONS**

1. The Contractee agrees to meet State and Federal laws, rules and regulations, and program policies applicable to this Contract Agreement.
2. The Contractee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which prohibits tobacco smoke in any portion of a facility owned or leased or contracted for by an entity which receives Federal funds, either directly or through the State, for the purpose of providing services to children under the age of 18.
3. Affirmative Action Plan/Civil Rights Compliance

##### **Affirmative Action Plans**

- A. An Affirmative Action Plan is a written document that details an affirmative action program. Key parts of an affirmative action plan are: (1) a policy statement pledging nondiscrimination and affirmative action employment, (2) internal and external dissemination of the policy, (3) assignment of a key employee as the equal opportunity officer, (4) a workforce analysis that identifies job classifications where there is an under representation of women, minorities, and persons with disabilities, (5) goals must be directed to achieving a balanced workforce, specific and measurable, having an implementation target date between six months and two years, and having a plan of action or description of procedures to implement the goals, (6) revision of employment practices to ensure that they do not have discriminatory effects, and (7) establishment of internal monitoring and reporting systems to regularly measure progress.
- B. An Affirmative Action Plan is required from a Contractee who receives a contract from the Contractor in the amount of \$25,000 or more and who has a workforce of twenty-five (25) or more employees as of the award date, unless the Contractee is exempt by criteria listed in the Wisconsin Office of Contract Compliance, Department of Administration's

Instruction for Vendors Affirmative Action Requirements (DOA-3021P (R06/96) s. 16765, Wis. Stats.), page 2. Universities, other states, and local governments, except those of the State of Wisconsin who receive state or federal contracts over \$25,000, must submit Affirmative Action Plans in the same manner as other Contractees.

- C. In addition, for agreements of twenty-five thousand (\$25,000) or more, regardless of workforce size, the Contractee shall conduct, keep on file, and update annually, a separate and additional accessibility self-evaluation of all programs and facilities, including employment practices for compliance with ADA regulations, unless an updated self-evaluation under Section 504 of the Rehabilitation Act of 1973 exists which meets the ADA requirements. Contractees are to contact the Affirmative Action/Civil Rights Compliance Office, Department of Health and Family Services, One West Wilson Street, Room 561, PO Box 7850, Madison WI 53707-7850, for technical assistance on Equal Opportunity.

#### **Civil Rights Compliance**

- A. For agreements for the provision of services to clients, the Contractee must comply with Civil Rights requirements. Contractees with an annual workforce of less than twenty-five (25) employees, regardless of contract amount, and Contractees with contracts of less than \$25,000 are not required to submit a Civil Rights Compliance Action Plan, however, they must submit a Civil Rights Compliance Letter of Assurance. Contractees with an annual workforce of twenty-five (25) employees or more and contract agreements of \$25,000 or more shall submit a written Civil Rights Compliance Plan which covers a three-year period within fifteen (15) working days of the award date of the agreement or contract.
- B. The Contractee assures that it has submitted to the Contractor's Affirmative Action /Civil Rights Compliance Office a current copy of its three-year Civil Rights Compliance Action Plan for meeting Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964, Section 503 and 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Health Service Act, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Omnibus Reconciliation Act of 1981, the American with Disabilities Act (ADA) of 1990, and the Wisconsin Fair Employment Act. If the Plan was reviewed and approved during the previous year, a plan update must be submitted for this Contract Agreement period.
- 1) No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any manner on the basis of race, color, national origin, sexual orientation, religion, sex, disability or age. This policy covers eligibility for and access to service delivery, and treatment in all programs and activities. All employees of the Contractee are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.
  - 2) No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner or team of employment on the basis of age, race, religion, sexual orientation, color, sex, national origin or ancestry, disability (as defined in Section 504 and the American with Disability Act of 1990), or association with a person with a disability, arrest or conviction record, marital status, political affiliation, or military participation, unfair honesty testing and genetic testing, and use or non-use of lawful products outside of working hours. All employees of the Contractee are expected to support goals and programmatic activities relating to non-discrimination in employment.
  - 3) The Contractee shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the Limited English Proficiency Coordinator, and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The

complaint process will be according to the Contractor's standards and the Contractee shall post the complaint process notice translated into the major primary languages of the limited English Proficient (LEP) participants in their service area. The notice will announce the availability of free oral interpretation of services if needed. The Contractee shall not request interpretation services from family members, friends and minors.

- 4) The Contractee agrees to comply with the Contractor's guidelines in the State of Wisconsin Department of Workforce Development and Department of Health and Family Services, Affirmative Action, Equal Opportunity, Limited English Proficiency and Civil Rights Compliance Plan for Profit and Non-Profit Entities DWSD-14045 (R. 11/2003)) or subsequent revisions.
  - 5) Requirements herein stated apply to any subcontracts or grants. The Contractee has primary responsibility to take constructive steps, as per the State of Wisconsin Department of Workforce Development and Department of Health and Family Services, Affirmative Action, Equal Opportunity, Limited English Proficiency and Civil Rights Compliance Plan for Profit and Non-Profit Entities DWSD-14045 (R. 11/2003), to ensure the compliance of its subcontractors. However, where the Contractor has a direct contract with another Contractee's subcontractor, the Contractee need not obtain a Subcontractor or Subgrantee Civil Rights Compliance Plan or monitor that subcontractor.
  - 6) The Contractor will monitor the Civil Rights Compliance of the Contractee. The Contractor will conduct reviews to ensure that the Contractee is ensuring compliance by its subcontractors or grantees according to guidelines in the State of Wisconsin Department of Workforce Development and Department of Health and Family Services, Affirmative Action, Equal Opportunity and Limited English Proficiency, Civil Rights Compliance Plan for Profit and Non-Profit Entities, DWSD- 14045 (R. 11/2003). The Contractee agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by Contractee, as well as interviews with staff, clients, and applicants for services, subcontractors, providers, and referral agencies. The reviews will be conducted according to Department procedures. The Contractor will also conduct reviews to address immediate concerns of complainants.
  - 7) The Contractee agrees to cooperate with the Contractor in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.
- C. The Contractee agrees that it will: (1) hire staff with special translation or sign language skills and/or provide staff with special translation or sign language skills training, or find qualified persons who are available within a reasonable period of time and who can communicate with limited or non-English speaking or speech or hearing-impaired clients at no cost to the client; (2) provide aids, assistive devices and other reasonable accommodations to the client during the application process, in the receipt of services, and in the processing of complaints or appeals; (3) train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics; (4) make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print or taped information for the visually or cognitively impaired; (5) post and/or make available informational materials in languages and formats appropriate to the needs of the client population.

## **VII. SUBCONTRACTS**



1. The Contractee may subcontract all or part of this Contract Agreement as agreed to during contract negotiation. The Contractor reserves the right of approval for any subcontracts and the Contractee shall report information relating to subcontracts to the Contractor. A change in a subcontractor or a change from direct service provision to a subcontract may only be executed with the prior written approval of the Contractor. In addition, Contractor approval may be required regarding the terms and conditions of the subcontracts, and the subcontractors selected. Approval of the subcontractors will be withheld if the Contractor reasonably believes that the intended subcontractor will not be a responsible provider in terms of services provided, objectives to be attained, or required quality criteria.
2. The Contractee retains responsibility for fulfillment of all terms and conditions of this Contract Agreement when it enters into sub-contractual agreements and will be subject to enforcement of all the terms and conditions of this Agreement.
3. Recoupment of Contractor payments to the Contractee for failure to comply with either the attainment of contract objectives or the maintenance of quality criteria by either the Contractee or its subcontractor(s) will be made from the Contractee.

#### **VIII. GENERAL PROVISIONS**

1. Any payments of monies to the Contractee by the Contractor for services provided under this Contract Agreement shall be deposited in a bank with Federal Deposit Insurance Corporation (hereinafter FDIC) insurance coverage. Any balance exceeding FDIC coverage must be collaterally secured.
2. The Contractee shall conduct all procurement transactions in a manner that provides maximum open and free competition.
3. The Contractee shall not engage the services of any person or persons concurrently employed by the State of Wisconsin, including any Department, commission or board thereof, to provide services relating to this Contract Agreement without the written consent of the employer of such person or persons and of the Contractor.
4. This Contract Agreement is voidable if the Contractee is a state public official, a member of a state public official's immediate family, or an organization in which the official or immediate family member owns or controls at least 10% of the outstanding equity, voting rights, or outstanding indebtedness and failed to make the written disclosure required under sec. 19.45 Wis. Stats. This disclosure is required to be made to the State of Wisconsin Ethics Board, 44 East Washington Avenue, Suite 601, Madison WI 53703-2800, [Telephone (608) 266-8123].
5. If the Contractee or any subcontractor is a corporation other than a Wisconsin corporation, it must demonstrate prior to providing services under this Contract Agreement that it possesses a certificate of authority from the Wisconsin Secretary of State, and must have, and continuously maintain, a registered agent, and otherwise conform to all requirements of Chapters 180 and 181, Wisconsin Statutes, relating to foreign corporations.
6. The Contractee agrees that funds provided under this Contract Agreement shall be used to supplement or expand the Contractee's current public health service efforts, not to replace or allow for the release of available local (Contractee) funds for alternative uses. If the Contractor determines that local funds supporting public health services or funds under this Agreement have been released for alternative uses (supplanting), the Contractee may be subject to a proportionate reduction in funding under this Agreement in the current or subsequent contract year.

#### **IX. ACCOUNTING REQUIREMENTS**

1. For Contract Agreements of twenty-five thousand dollars (\$25,000) or more, the Contractee shall maintain a uniform double entry, full accrual accounting system and a financial management

information system in accordance with Generally Accepted Accounting Principles. (See DHFS' *Accounting Principles and Allowable Cost Policy Manual*, available upon request from the Contract Administrator or from the Program Evaluation and Audit Section, Office of Strategic Finance, Department of Health and Family Services, One West Wilson Street, PO Box 7850, Madison WI 53707-7850.)

2. For Contract Agreements of less than twenty-five thousand dollars (\$25,000), the Contractee shall at least maintain a simplified double entry bookkeeping system as defined in the Department's *Accounting Principles and Allowable Cost Policy Manual*.
3. The Contractee's accounting system shall allow for accounting of total funds included in this Contract Agreement, and document that contract funds were not diverted outside of such set of programs. Diversion outside of the set of programs included in this Agreement will be subject to recoupment.
4. As an innovation involving Federal funds, the Department is in the process of securing Federal agreement to the accounting reforms in this contract. Until such time as the Contractee receives final written notice from the Contractor that the Federal government has waived program specific cost-based reporting requirements for all programs in this Contract Agreement, the Contractee shall maintain sufficient information within their accounting records to provide cost-based information by program. The Contractee shall provide this information to the Contractor electronically, via the Web-based Grants and Contracts (GAC) application, upon request for statewide reconciliation; however, the Contractor will not request this information unless necessary to support the claiming of Federal funds.
5. If program specific cost information is requested under paragraph 4 above the Contractee shall provide the information within ninety (90) days after the end of the contract period. The Contractor will make the request in writing at least 30 days prior to the specified due date for such information; will limit the breakdown of the information to what is required by the Contractor's funding sources and; will only request the information as of the end of the contract period for the full contract period.
6. The Contractee shall reconcile costs and match to expenses recorded in the Contractee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Contractee agrees that reconciliation will be completed at least quarterly, will be documented, and supplied to the Contractor upon request. The Contractee shall retain the reconciliation documentation in accordance with the record retention requirement specified in Section XIV.
7. Monthly submittals of expenditure reports on the use of funds within this Contract Agreement are not required for contract payment purposes.
8. Nothing in this Section precludes the Contractee from keeping such information as needed for its internal management purposes.
9. Expenditures of funds from this Contract Agreement must meet the Department's allowable cost definitions as defined in the Department's *Accounting Principles and Allowable Cost Policy Manual*.

#### **X. CHANGES IN ACCOUNTING PERIOD**

1. The Contractee's accounting records are maintained on a fiscal year basis, beginning on the date indicated in the CARS Payment Information section of this contract. During the contract period, the accounting period may only be changed with prior written approval from the Contractor. The Contractor may approve a change in accounting period only if the Contractee has a substantial, verifiable business reason for changing the accounting period and agrees to submit a closeout audit, as defined in section (XII, 8), within 90 days after the first day of the new accounting period.
2. Proof of Internal Revenue Service approval shall be considered verification that the Contractee has a substantial business reason for changing its accounting period.



3. A change in accounting period shall not relieve the Contractee of reporting or audit requirements of this Contract Agreement. An audit meeting the requirements of this Agreement shall be submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

## **XI. PROPERTY MANAGEMENT REQUIREMENTS**

1. Property insurance coverage will be provided by the Contractee for fire and extended coverage of any equipment funded under this Contract Agreement which the Contractor retains ownership of, and which is in the care, custody and control of the Contractee.
2. The Contractor shall have all ownership rights in any hardware funded under this Contract Agreement or supplied by the Contractor and in any software or modifications thereof and associated documentation designed, developed or installed as a result of this Agreement. The Contractee is responsible for keeping all of Contractor's property secure from theft, damage or other loss.
3. The Contractee agrees that if any materials are developed under this Contract Agreement, the Contractor shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, such materials. Any discovery or invention arising out of, or developed in the course of work aided by this Agreement, shall be promptly and fully reported to the Contractor.

## **XII. AUDIT REQUIREMENTS**

1. Requirement to Have an Audit: Unless waived by the Contractor, the Contractee shall submit an annual audit to the Contractor if the total amount of annual funding provided by the Contractor (from any and all of its Divisions taken collectively) through this and other contracts is \$25,000 or more. In determining the amount of annual funding provided by the Contractor, the Contractee shall consider both: (a) funds provided through direct contracts with the Contractor; and (b) funds from the Contractor passed through another agency which has one or more contracts with the Contractee.
2. Audit Requirements: The audit shall be performed in accordance with auditing standards generally accepted in the United States of America, s.46.036, Wis. Stats., *Government Auditing Standards*, and other provisions in this Contract Agreement. In addition, the Contractee is responsible for ensuring that the audit complies with other standards that may be applicable depending on the type of Contractee and the nature and amount of financial assistance received from all sources:
  - Federal OMB Circular A-133 "Audits of States, Local Governments and Nonprofit Organizations," which applies only to Contractees that expend \$500,000 from **all** federal funding sources (this grant and other grants, direct or indirect, from this Contractor or another) during a Contractee's fiscal year.
  - The *State Single Audit Guidelines (SSAG)*, which are applicable to local governments having A-133 audits; and/or
  - The *Provider Agency Audit Guide (PAAG)*. All Contractees that do not meet the requirements of the SSAG shall have audits in conformance with the PAAG.
3. Reporting Package: The Contractee shall submit to the Contractor a reporting package which includes the following:
  - A. Financial statements and other audit schedules and reports required for the type of audit applicable to the Contractee.

- B. The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) or written assurance that a Management Letter was not issued with the audit report.
  - C. Management responses/corrective action plan for each audit issue identified in the audit.
  - D. If program specific cost-based information is needed, the Contractor may require it as part of the reporting package.
4. Submitting the Reporting Package: The Contractee shall submit the required reporting package to the Contractor either: (a) within nine months of the end of the Contractee's fiscal year if the Contractee is a local government, or (b) within 180 days of the end of the Contractee's fiscal year for non-governmental Contractee agencies. Two copies of the audit report must be sent to the Contractor at the following address:

Office of Audit  
 Division of Management and Technology  
 Wisconsin Department of Health and Family Services  
 1 West Wilson Street  
 P.O. Box 7850  
 Madison, WI 53707-7850

- 5. Access to Auditor's Work Papers: When contracting with an audit firm, the Contractee shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Department. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which records/working papers are stored.
- 6. Access to Contractee Records: The Contractee shall permit appropriate representatives of the Department and/or the Contractor to have access to the Contractee's records and financial statements as necessary to review Contractee's compliance with the Federal and State requirements for the use of the funding.
- 7. Failure to Comply with the Requirements of this Section: In the event that the Contractee fails to have an appropriate audit performed or fails to provide a complete audit report to the Contractor within the specified timeframes, in addition to applying one or more of the sanctions available in Section XVI of this contract, the Contractor may:
  - A. Conduct an audit or arrange for an independent audit of the Contractee and charge the cost of completing the audit to the Contractee;
  - B. Charge the Contractee for all loss of Federal or State aid or for penalties assessed to the Contractor because the Contractee did not submit a complete audit report within the required timeframe; and/or
  - C. Disallow the cost of audits that do not meet these standards.
- 8. Closeout Audits:
  - A. A specific audit of an accounting period of less than twelve (12) months is required when an agreement is terminated for cause, when the Contractee ceases operations or when the Contractee changes its accounting period (fiscal year). The purpose of the audit is to closeout the short accounting period. The required closeout audit may be waived by the Contractor upon written request from the Contractee, except when the agreement is terminated for cause. The required closeout audit may not be waived when an agreement is terminated for cause.

- B. The Contractee shall ensure that its auditor contacts the Contractor prior to beginning the audit. The Contractor, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the Contractee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by the Contractor, is the responsibility of the Contractee.
- C. The Contractor may require a closeout audit that meets the audit requirements specified in XII, 2. above. In addition, the Contractor may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Circular A-133 and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.
- D. All other provisions in the Audit Requirements section apply to Closeout Audits unless in conflict with the specific Closeout Audits requirements.

### **XIII. OTHER ASSURANCES**

- 1. The Contractee shall notify the Contractor in writing, within thirty (30) days of the date payment was due of any past due liabilities to the Federal Government, State Government or their agents for income tax withholding, FICA, Workers' Compensation, Unemployment Compensation, garnishments or other employee related liabilities, Sales Tax, Income Tax of the Contractee, or other monies owed. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date and other related information.
- 2. The Contractee shall notify the Contractor, in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of five hundred dollars (\$500), or when total past due liabilities to any one or more vendors exceed one thousand dollars (\$1000), related to the operation of this Contract Agreement for which the Contractor has reimbursed or will reimburse the Contractee. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Contractee to resolve the dispute.
- 3. The Contractor may require written assurance at the time of entering into this Contract Agreement that the Contractee has in force and will maintain for the course of this Agreement employee dishonesty bonding in a reasonable amount to be determined by the Contractor.
- 4. The Contractee certifies that neither the Contractee organization nor any of its principals are debarred, suspended, or proposed for debarment for Federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs). The Contractee further certifies that potential sub-recipients, contractors, or any of their principals are not debarred, suspended or proposed for debarment.

### **XIV. RECORDS**

- 1. The Contractee shall maintain such records (in either written or electronic form) as required by State and Federal law and as required by program policies. Records shall be retained for no less than the retention period specified in law or policy. Records for periods which are under audit or subject to dispute or litigation must be retained until the audit, dispute or litigation, and any associated appeal periods, have ended.
- 2. The Contractee will allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of the Contractor and its authorized agents, and Federal agencies, in order to confirm the Contractee's compliance with the specifications of this Contract Agreement.

3. The Contractee agrees to retain and make available to the Contractor all program and fiscal records in accordance with the retention period specified in paragraph 1 above. Upon the Contractor's request, at the expiration of the Contract Agreement, the Contractee will transfer at no cost to the Contractor, records regarding the individual recipients who received services from the Contractee under this Agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method under which records were maintained.
4. The Contractee and its subcontractors shall comply with all State and Federal confidentiality laws concerning the information in both the records it maintains and in any of the Contractor's records that the Contractee accesses to provide the services under this Contract Agreement.

#### **XV. AGREEMENT REVISIONS AND/OR TERMINATION**

1. The Contractee agrees to re-negotiate with the Contractor this Contract Agreement or any part thereof in such circumstances as:
  - Increased or decreased volume of services as required by the Contractor;
  - Changes required by State and Federal law or regulations, or court action; or,
  - Increase or reduction in the monies available affecting the substance of this Agreement.

Failure to agree to a re-negotiated Contract Agreement under these circumstances is cause for the Contractor to terminate this Agreement.
2. This Contract Agreement can be terminated for any reason by a 30-day written notice by either party.
3. Revision of this Contract Agreement may be made by mutual agreement. The revision will be effective only when the Contractor and Contractee attach an addendum or amendment to this Agreement, which is signed by the authorized representatives of both parties, except in circumstances in which increased caseload or grant award amount, where such increase in funds is for the same purpose as originally agreed upon, the Agreement may be amended by a unilateral amendment made by the Contractor.
4. The Contractee shall notify the Contractor whenever it is unable to provide the required quality or quantity of services required. Upon such notification, the Contractor shall determine whether such inability will require revision or termination of this Contract Agreement.
5. If the Contractor finds it necessary to terminate this Contract Agreement prior to the stated expiration date for reason other than non-performance by the Contractee, payment by the Contractor shall cease upon termination. Termination of the contract does not nullify the recoupment of funds by the Contractor, per the negotiated Agreement, associated with failure to attain program objectives or the failure to maintain quality criteria.

#### **XVI. NON-COMPLIANCE, SANCTIONS AND REMEDIAL MEASURES**

1. If the Contractor determines, after notice to the Contractee and opportunity to respond, that the Contractee:
  - Is out of compliance with the program quality criteria as listed in Exhibit I, the Contractor may withhold part or all of the Contractee's funding at a level deemed appropriate by the Contractor as defined in paragraph 3 below.
  - Has not attained the negotiated objective(s) as listed in Exhibit II, the Contractee shall refund the amount designated in Exhibit II under *Risk Profile*. Recoupments will be collected during the subsequent contract year via an adjustment (decrease) in the CARS monthly payment. In such case

where a Contractee is subject to recoupment and no longer holds a Contract Agreement with the Contractor, the Contractor will issue an invoice to be paid by the Contractee.

The Contractor may also, at its sole discretion, effectuate such refunds by withholding money from future payments due the Contractee at any time during or after the contract period or may recover such funds by any other legal means.

2. Failure to comply with any part of this Contract Agreement may be considered cause for revision, suspension or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid the Contractee under this Agreement, temporarily having others perform, and receive reimbursement for, the services to be provided under this Agreement and any other measure that suspends the Contractee's participation in the Agreement if the Contractor determines it is necessary to protect the interests of the State.
3. The Contractee shall provide written notice to the Contractor of all instances of non-compliance with the terms of program quality criteria associated with this Contract Agreement by itself or its subcontractors. Notice shall be given as soon as practicable but in no case later than 15 days after the Contractee became aware, or should have been aware, of the non-compliance. Non-compliance can also be determined by the Division of Public Health Regional Office Contract Administrator through on-site inspection or desk review of documentation. The written notice shall include information on reason(s) for and effect(s) of the non-compliance. The Contractee shall provide the Contractor with a plan to correct the non-compliance and a timetable for the implementation of that plan to correct. The plan to correct must be approved by the Contractor. If at the end of the implementation period, the Contractee is found to still be out of compliance, the Contractor may, at its sole discretion, take whatever action it deems necessary to protect the interests of the State, including withholding part or all of the Contractee's funding, if it reasonably believes that the non-compliance will continue or will reoccur.
4. The Contractee shall provide within 30 days after the end of the contract period (or by the date specified in Exhibit II) to the Contractor via the Contract Administrator, the documentation specified in Exhibit II relating to attainment or failure to attain the objectives agreed to in this Contract Agreement. If any objective is not attained, the Contractor will determine, at its sole discretion, the proportion of non-attainment and will recoup from the Contractee an amount as defined by the Risk Profile identified in Exhibit II. Any degree of non-attainment, as judged by the sole discretion of the Contractor, shall be used by the Contractor in determining the conditions of any continuation of this Agreement.
5. If the Contractor determines that non-compliance with other requirements (not stated in Exhibit I or Exhibit II) in this Contract Agreement has occurred, or is occurring, it shall demand immediate correction of continuing non-compliance and it may impose whatever sanctions or remedial measures it deems necessary to protect the interests of the State. Such sanctions and measures may include termination of the Agreement, suspension of the Agreement as defined in paragraph 2 above, imposing additional reporting requirements and monitoring of subcontractors and any other measures it deems appropriate and necessary.
6. If audits are not submitted when due, the Contractor may take action pursuant to Section XII of this Contract Agreement.
7. If required program deliverables or other required information or reports, other than audits, are not submitted when due, the Contractor may withhold all payments that otherwise would be paid the Contractee under this Contract Agreement until such time as the reports and information are submitted. In addition, the Contractor can hold implementation of continuation of this Agreement pending submittal of this documentation.

## **XVII. DISPUTE RESOLUTION**

If any dispute arises between the Contractor and Contractee under this Contract Agreement, including the Contractor's finding of non-compliance and imposition of sanctions or remedial measures, the following process will be the exclusive administrative review.

1. The Contractor's and Contractee's Contract Administrators will attempt to resolve the dispute, in coordination with the Division of Public Health Regional Office Director and appropriate program staff within the Division.
2. If the dispute cannot be resolved by the Contract Administrators, the Contractee may ask for review by the Administrator of the Division of Public Health.
3. If the dispute is still not resolved, the Contractee may request a final review by the Secretary of the Department of Health and Family Services.

#### **XVIII. INDEMNITY**

The Contractor and Contractee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their officers, employees or agents.

#### **XIX. SURETY BOND**

The Contractor may require the Contractee to have a surety bond. The surety bond shall be in force for the period of the Contract Agreement and shall be a reasonable amount to be determined by the Contractor.

#### **XX. CONDITIONS OF THE PARTIES' OBLIGATIONS**

1. This Contract Agreement is contingent upon authorization of Wisconsin and United States law, and any material amendment or repeal of the same affecting relevant funding or authority of the Contractor shall serve to revise or terminate this Agreement, except as further agreed to by the parties hereto.
2. The Contractor and Contractee understand and agree that no clause, term or condition of this Contract Agreement shall be construed to supersede the lawful powers or duties of either party.
3. It is understood and agreed that the entire Contract Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

#### **XXI. SPECIAL PROVISIONS**

1. If the Contractor determines that the Contractee has exceeded the agreed upon program objective(s) to the level specified in Exhibit II, *Conditions for an Incentive Payment*, the Contractee may be eligible to receive performance-based incentive funds if such funds are available as determined by the Contractor.
2. The Contractor may make these incentive awards at its discretion based on the amount of available incentive funding and the terms of agreement with the Federal agency(s) as to the distribution of such incentive funding. The awards will be made during the subsequent contract year via an adjustment (increase) in the monthly CARS payment. In such case where a Contractee is eligible for an incentive payment and no longer holds a contract agreement with the Contractor, the Contractor will make a separate payment to the Contractee. The incentive funds must be expended by the Contractee within the subsequent contract or calendar year and can not be diverted outside of the set of programs defined by this Contract Agreement or used for supplanting purposes. The Contractee shall report, in a manner specified by the Contractor, on how the Contractee expended these incentive funds.
3. To the extent allowed by law:

- All funding recouped by the Contractor from the Contractee shall be held by the Contractor in a fund designated for use within the program area associated with the recoupment action.
- These funds may be used to award other Contractees who have exceeded their objectives in that program, general funding of the program area to all Contractees via formula in the next contract period, general funding of the program for all Contractees during the current contract period, or returned to the Federal funding agency of that program.

These funds cannot be used by the Contractor for their own operational costs.

4. If at the end of the contract year, the Contractee has attained its contract objectives and is in compliance with the quality criteria, it may retain any unspent funds from this Contract Agreement not expended during the contract year, except for unearned prepayments (advances). However, those funds must be expended in the current contract year or the contract year immediately following and their use must fall within the program boundaries established under this Agreement. These retained funds cannot be diverted outside of the scope of this Agreement, the Local Public Health Department's budget, or used to supplant local public health tax levy levels. These funds shall be retained in a non-lapsing account for the sole use of the Local Public Health Department; these funds may not lapse to the general fund. The Contractee shall report how these funds were utilized, as specified in Section IX.

## **XXII. CONTRACT RENEWAL OPTIONS**

This contract can be renewed on an annual basis for up to two (2) one-year extensions with the mutual agreement of both the Contractor and Contractee. The objectives to be attained by program will be re-negotiated each year by the Contractor and Contractee, as well as documentation deliverables and risk conditions.



### **XXIII. TIMELY CONTRACT SIGNING**

This Contract Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of the Contractee's and Contractor's Authorized Representative on this Agreement (or addendum) exceeds sixty (60) days inclusive of the two signature dates.

\_\_\_\_\_  
Contractee's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Authorized Representative  
Sheri Johnson, Ph.D., Administrator and State Health Officer  
Division of Public Health, Department of Health and Family Services

\_\_\_\_\_  
Date

#### **CARS PAYMENT INFORMATION**

The information below is used by the Department's Bureau of Fiscal Services, CARS Unit to facilitate the processing and recording of payments made under this Contract Agreement.

Agency Name	Menasha Health Department		
Agency Number	256420		
Agency Type	41		
Contract Period	January 01, 2007 through December 31, 2007		
Contract Amount	\$43,488.00		
Agency Fiscal Year	January 1 to December 31		
Profile ID#	155015	Bioterrorism, Focus A	Amount \$14,423.00
Profile ID#	155020	Immunization - Consolidated IAP	Amount \$8,214.00
Profile ID#	157720	Childhood Lead - Consolidated	Amount \$3,188.00
Profile ID#	159220	Prevention - Consolidated	Amount \$5,019.00
Profile ID#	159320	Maternal Child Health - Consolidated	Amount \$12,644.00

DPH Contract # 14647

CFDA #s:

Bioterrorism	93.283
Immunization	93.268
Prevention	93.994
MCH	93.994

Approved as to form

 12-21-06  
\_\_\_\_\_  
Jeffrey S. Brandt, City Attorney







# Application for Service & Agreement

100 Chestnut Street, Rochester, NY 14604-2417. Client Services: 1-888-832-5801

## CLIENT INFORMATION

CITY OF MENASHA  
Business Name

TOM STOFFEL CITY CONTROLLER  
Contact Name Title

CITY OF MENASHA - PRI  
Location Name

430 1<sup>ST</sup> STREET  
Street Address

MENASHA WI 54952  
City State Zip

920-967-5112  
Contact Telephone

Contact e-mail

Fed tax ID: WI 39-6005525

Ownership: ☒ Corporation ☐ Partnership ☐ Sole Proprietor

## BILLING INFORMATION

TOM STOFFEL 920-967-5112  
Billing Contact Billing Telephone #

140 MAIN STREET  
Street Address

MENASHA WI 54952  
City State Zip

Billing Contact e-mail

## SERVICE SELECTIONS & TERM

☒ Local ☒ Long Distance- InterLATA ☒ Long Distance- IntraLATA

☐ Internet ☐ Toll-Free ☐ Service Level Agreement attached as Attachment A

Term (Months): 36  
Voice Data

## PRICING (Exclusive of taxes & surcharges)

Product	(Non-Recurring)			(Recurring)	
	Install Charge	Promotional Credit	Net Price	Monthly Charge	Rate
(23) T-1 VOICE CHANNELS W/UNLIMITED LOCAL CALLING	500	500		19.00 each	
(1) PRI OPTION				75.00	
(10) DID NUMBER BLOCKS (20 NUMBERS PER BLOCK)				1.40 each	
LONG DISTANCE (PER MINUTE)					.04 PM
LOCAL CALLS via PRI					INCLUDED
BASIC TELEPHONE LINES				8.25	
LOCAL CALLS (PER CALL)					.04 PC
LONG DISTANCE (PER MINUTE)					.04 PM

## ORDER INFORMATION

☐ New Client ☒ Existing Client

Tom Prosser  
Salesperson / Business Partner

## MINIMUM LINE REQUIREMENT

Minimum voice line requirement to qualify for above pricing: \_\_\_\_\_

## ADDITIONAL FORMS

Number of Multiple Location Forms attached: \_\_\_\_\_

Number of additional Pricing Forms attached: \_\_\_\_\_

## APPROVAL

I agree to the terms and conditions on page two of this Application For Service & Agreement and, if attached, the Service Level Agreement.

CITY OF MENASHA  
Client Name

Client Authorized Signature

Print Name & Title

Date e-mail address

Choice One Management (Signature) Date

## LETTER OF AGENCY

1. Subscriber's billing name:

CITY OF MENASHA

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2. Subscriber's billing address:

140 MAIN STREET MENASHA, WI 54952

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3. Each telephone number to be covered by the preferred carrier change order (list all numbers):

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### EXISTING LINES

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4. By submitting this LOA, I:

- A. authorize Choice One Communications Inc. and/or its subsidiaries and/or authorized agents (collectively "Choice One") to act as my agent for the purpose of taking all actions hereunder in connection with my preferred carrier change;
- B. warrant that I am free of any third-party obligation preventing me from doing so, and that I have the legal authority to execute this LOA;
- C. desire to make Choice One my preferred carrier;
- D. understand that only one carrier may be designated as my interstate or interLATA preferred interexchange carrier for any one telephone number;
- E. understand that Choice One, my preferred carrier, will be the carrier directly setting my rates;
- F. authorize Choice One to notify all appropriate parties, including my current local and/or long distance telephone company(ies), of this decision and to make the necessary changes for my current and future services without further permission;
- G. direct my chosen intraLATA and/or intrastate/interstate/international long distance company(ies), if not Choice One, to comply with Choice One's current applicable access tariff(s). Choice One may obtain any records from my local, data, Internet, intraLATA long distance, and/or intrastate/interstate/international long distance phone company(ies) necessary to provide these services;
- H. may be charged a tariffed fee for changing my long distance and/or local phone company(ies), and I understand that I may inquire of Choice One what fees, if any, will apply to these changes;
- I. authorize Choice One and/or its authorized agents to make any and all inquiries necessary for the purpose of obtaining credit information.

Client Name: CITY OF MENASHA

Client Authorized Signature: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_



## Choice One Communications

### Terms and Conditions

1. **Service Provider:** Upon Acceptance (as defined below), Choice One will provide and Client will purchase the services and products ("the Services") selected on the first page of this Application for Service and Agreement ("Agreement") during the Term, under the terms and conditions set forth below and in Choice One's Tariffs and AUP (as defined below). "Choice One" means the affiliate(s) of Choice One Communications Inc. (including US Xchange entities) certified in Client's state(s) to provide the Services.

2. **Acceptance by Choice One:** This Agreement is not enforceable until accepted by Choice One. If Client fails to provide complete, accurate and satisfactory installation, credit or other required information, or if Choice One is unable to provide the Services due to unavailability of facilities or any other reason, Choice One may, in its sole discretion, reject Client's Application for Service. "Acceptance" will occur upon the earlier of commencement of the Services or Client's first invoice date. Choice One makes no representation as to when Service will commence. Choice One will use commercially reasonable efforts to initiate Service, but Client understands that service initiation may be dependent upon the actions of third parties not in Choice One's control.

3. **Term:** The initial Term for any Services will begin upon Acceptance of those Services and will continue for the number of Months set forth on the first page of this Agreement or on a Multiple Location Form, as applicable. For purposes of this Agreement, "Month" will mean a full billing cycle. If one or more Multiple Locations Forms are included in this Agreement, this Agreement will remain in effect until the last to expire of the Terms set forth on the first page or on any Multiple Location Form. Upon completion of a Term, except where prohibited by law, the Term will automatically renew for a period of 12 Months, unless Choice One receives written notice of non-renewal to Choice One at least 30 days prior to the end of the current Term. Then-current tariffed rates will apply to any renewal. In the event Client continues to use Services without renewing a term plan, Choice One's month-to-month rates will apply.

4. **Tariffs and AUP:** Client understands that in addition to the terms and conditions explicitly set forth in this Agreement, Choice One's relevant state and federal tariffs, as modified from time to time (the "Tariffs"), will govern this Agreement and the provision and use of the Services and are incorporated herein. Tariffs are published at [www.choiceonecom.com](http://www.choiceonecom.com). Use of all Internet Services must comply with Choice One's Acceptable Use Policy ("AUP"), which may be modified from time to time and is published at [www.choiceonecom.com/aup.php](http://www.choiceonecom.com/aup.php).

5. **Multiple Locations:** If one or more Multiple Location Forms are initiated by Client and attached to this Agreement, Choice One shall provide, and Client shall purchase, the Services set forth therein for each location that has been accepted by Choice One.

6. **Client Satisfaction Guarantee:** If Choice One fails to resolve any Major Service Outage within 24 hours from Client's notification to Choice One via 1-888-832-5801, Client may, for the affected Client location(s) only, convert to its previous provider(s) (or other provider(s) if Client had no previous provider(s)), without liability for an early termination charge and Choice One will pay such provider(s)' standard tariffed conversion charge. "Major Service Outage" is defined, and other terms and conditions are set forth at [www.choiceonecom.com/guarantee](http://www.choiceonecom.com/guarantee).

7. **Price Guarantee:** For Terms of 12 months or longer: (a) Choice One will not increase Client's tariffed monthly recurring rates for the Services (excluding taxes and surcharges) during the Term, and (b) if Choice One's standard tariffed Service rates for the same term plan decrease during the Term, Client will have the right to enter into a new agreement for the Services for a new Term at least as long as the original Term. This Section 7 does not apply to web hosting Services.

8. **Moves and Disconnection of Service:** To disconnect Services, Client must inform Choice One in writing of Client's desired disconnect date, by letter addressed to: Client Services, Choice One Communications Inc., 100 Chestnut Street, Suite 600, Rochester, New York 14604. If Client desires to move Services to another location, Client shall provide Choice One at least 30 days notice by calling (888) 832-5801. If Choice One is able to continue providing Services, Client shall pay Choice One's applicable standard tariffed service activation and install charges for each new location. If Choice One determines, in its sole discretion, that it is unable to provide Services at the new location, Choice One shall have no obligation to do so, and Client may terminate such Services without liability for an early termination charge.

9. **Early Termination:** Except as set forth in Section 8 above, if this Agreement or any Service is terminated after installation but prior to the end of the Term (including any lines ported to another carrier), for any reason other than pursuant to the Client Satisfaction Guarantee, Client shall, immediately upon demand, pay Choice One an early termination charge equal to the sum of (a) the difference between what Client would have been charged for the terminated Service at the rates (excluding taxes and surcharges) for the Choice One term plan closest to (but less than) the number of Months from Acceptance until the Service is terminated and the amount Client actually paid for the terminated Service (excluding taxes and surcharges) during such period, plus (b) the amount of any promotional considerations provided to Client, plus (c) an early termination fee calculated in accordance with the following table:

Product	Early Termination Fee <sup>1</sup>
Voice line (whether stand-alone or as part of a bundle)	\$180 per line
T-1 (all types)	\$1,800 per circuit
DSL service (whether stand-alone or as part of a bundle)	\$300 per circuit, regardless of speed

<sup>1</sup> The amount set forth in this table shall be reduced by 50% if 12 but less than 24 months of the Term have been fulfilled and shall be reduced by 75% if either 24 months of the Term have been fulfilled or this Agreement is a renewal of an agreement where the entire term of such prior agreement was fulfilled.

If Client cancels a service order prior to Acceptance, Client shall pay one month's charges for the canceled Services, the applicable installation and service initiation fees, plus the amount of any promotional considerations provided to Client. Choice One shall have the right to terminate the Services due to Client's non-payment, breach of this Agreement, misuse of the Services or due to other reasons in accordance with and as set forth in the Tariffs.

10. **Resale and Use of Services:** Client shall not resell the Services or use the Services in connection with chatline or similar services without the prior written approval of a Choice One Vice President. In no event shall the Services be used in connection with the provision of chatline or similar services over non-blockable exchanges. Choice One shall have the right to immediately terminate this Agreement in the event of a violation of this Section 10.

11. **Assignment:** Client shall not assign its rights or obligations under this Agreement without the prior written consent of Choice One, which shall not unreasonably be withheld. In the event of any attempted assignment or change in control of Client's equity or assets (including change in control of a Service location) without such consent, Choice One will have the right to terminate this Agreement and Client will be liable for the early termination charge described in Section 9 above. Client has no right in, and no right to assign, any telephone number used by Client. Choice One has the right to assign this Agreement at any time.

12. **Limitation of Liability:** Choice One's liability to Client or to third parties for any cause of action arising out of this Agreement or the Services shall in no event exceed the limitation of liability set forth in the Tariffs, or, if there are no applicable Tariff provisions, the total amount paid

for the affected Service for the period in which Service was interrupted or unavailable. Under no circumstances shall Client hold Choice One liable for damages arising from delays in commencement of the Service, loss of information, numbering or directory listing errors, loss of business, pre-existing contracts or obligations (including any minimum payment or usage agreement), however arising. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL CHOICE ONE BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOST PROFITS OR REVENUES, ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

13. **Calling Cards:** All calling cards ordered under this Agreement have a \$75.00 per card per month limit, unless the parties mutually agree otherwise in writing.

14. **Governing Law and Venue:** This Agreement shall be construed and governed by the laws of the State of New York, excluding its laws concerning conflicts of laws. The parties consent to the exclusive personal jurisdiction and venue of the federal and/or state courts in Monroe County, New York.

15. **Payment Obligations:** Client shall pay for all Services provided by Choice One at the rates set forth in this Agreement and the Tariffs. In the event of any conflict between the rates set forth in this Agreement and those in the Tariffs, this Agreement shall control. All past due invoices are subject to interest at the lower of 1.5% per month or the highest rate permitted by law. All invoices not disputed in writing by Client within 30 days from the invoice date, or such other period as stated in the Tariffs, shall be deemed binding on Client. In the event of a dispute, Client shall pay all undisputed amounts by the due date. Client agrees to pay all costs of collection, including reasonable attorney's fees for any past due amounts and other actions, as described in the Tariffs. Choice One may require Client to make a reasonable security deposit at any time. Monthly recurring charges and Call Packs will be billed one month in advance.

16. **Rates, Taxes and Surcharges:** Additional taxes and surcharges may be imposed in addition to the rates specified on the first page of this Agreement or on a Multiple Location Form. Taxes and surcharges may be subject to change without notice, consistent with federal and state laws and regulations. Rates are based on Choice One's bundled Service offerings, and vary with quantity and types of Services purchased. Choice One may modify Client's rates due to changes in the quantity and/or types of Services purchased, Client's failure to meet any required minimum, or, Choice One's determination that, despite exercising reasonable efforts, installation of the Services as requested is not feasible.

17. **E-mail Notification:** Client agrees that Choice One may contact Client via e-mail for service and marketing notifications (e.g., service initiation and service and product information). Client will hold Choice One, its officers, directors, employees and agents harmless from any liability arising from Choice One's communication with Client via e-mail or the Internet.

18. **Equipment:** Choice One-provided customer premises equipment ("CPE") will at all times remain the property of Choice One. In the event that Client fails to return any CPE to Choice One (or, at Choice One's option, to permit recovery of CPE by Choice One) in good working order, reasonable wear and tear excepted, within 30 days after the termination or expiration of this Agreement, Client shall be responsible for the full replacement cost and shall pay to Choice One all recovery charges and any other charges set forth in the Tariffs. Choice One makes no representations or warranties of any kind with respect to CPE. Warranties are specifically disclaimed in the Tariffs.

19. **General Terms:** This Agreement together with the Tariffs, AUP, Multiple Location Form(s) and Additional Pricing Form(s) (if applicable) and Letter of Agency constitute the entire agreement between the Parties with respect to the Services. There are no other written or oral understandings, promises or agreements related hereto. No agreement will be accepted by Choice One that is modified in any way by Client, including handwritten modifications and strike-outs. Amendments and waivers to this Agreement will be valid only if in writing and executed by an authorized representative of Client and a Choice One vice president. If any provision of this Agreement is found to be unenforceable, the remainder of the Agreement will continue in full force and effect.

### Additional Terms and Conditions for Data Services

20. **E-Mail:** If Client has not ordered e-mail Services with the initial order for Services, Client may do so at any time, but e-mail Services may be delayed by at least two weeks after an access line is installed.

21. **Inside Wire:** If Client has selected Choice One to install inside wire, Choice One will do so at prevailing rates.

22. **IP Addresses:** IP Addresses are not portable and are not assigned for independent administration or distribution. IP assignments cannot be guaranteed and may be modified by Choice One or the American Registry for Internet Numbers (ARIN).

23. **Domain Names:** Upon Client's request, Choice One will arrange for searching, reserving and registering Client's requested domain name with an accredited entity. Choice One cannot guarantee the availability of any domain name, and will have no responsibility to resolve disputes concerning any domain name. Client warrants that the use and registration by Client or Choice One of Client's domain name in connection with the Services will not infringe the trademark, service mark, copyright or other intellectual property right of any third party. Client shall indemnify and defend Choice One from and against any loss, cost, damage or expense arising out of Client's breach of this warranty.

24. **Web Site Hosting:** If Choice One is providing web hosting, Client shall provide all required information and materials. Limitations on complexity, sophistication of design and content, and traffic management may apply. Billing will begin upon activation of web hosting space on Choice One's server. Client warrants that it either owns or has the right to use all information, graphics, pictures, text service marks, trademarks and other intellectual property on the web site hosted by Choice One or provided to Choice One in connection with the web hosting Services. Client warrants that all such materials will not infringe the trademark, service mark, copyright or other intellectual property right of any third party. Client shall indemnify and defend Choice One from and against any loss, cost, damage or expense arising out of Client's breach of these warranties.

**NOTICE OF CLIENT'S RIGHTS CONCERNING CUSTOMER PROPRIETARY NETWORK INFORMATION ("CPNI"):** CPNI includes the Client's Service selections, feature selections, demographic information, and usage data for the Services. CPNI does not include Client's name and address. Choice One has an obligation under federal law to protect the confidentiality of Client's CPNI. By signing this Agreement, Client authorizes Choice One to record, maintain, modify, use, and exchange Client's CPNI (i) to install and manage the Services, (ii) to enhance the benefits of Client's existing Services, and (iii) to enhance Choice One's ability to offer products and services tailored to Client's needs, by determining whether additional local, long distance, data, CPE, Internet, wireless, or other services would be of benefit to Client. Client may deny Choice One's use of CPNI at any time by written notification to Client Services, Choice One Communications Inc., 100 Chestnut Street, Suite 600, Rochester, NY 14604-2421. Client's approval or denial will be effective until revoked. Denial will not affect the provision, management, or quality of Services that Client receives from Choice One. Client is under no obligation regarding new Services unless Client explicitly agrees to accept them. Client shall indemnify and hold harmless Choice One from any and all liability resulting from Choice One's authorized use of Client's CPNI.

Client Initials: \_\_\_\_\_ Date: \_\_\_\_\_





# Multiple Location Form

Multiple Location Form Number \_\_\_\_\_

## CLIENT INFORMATION

CITY OF MENASHA

Business Name

TOM STOFFEL

Contact Name

CITY CONTROLLER

Title

LIBRARY 00-55101

Location Name

440 1<sup>ST</sup> STREET

Street Address

MENASHA

City

WI

State

54952

Zip

920-967-5112

Contact Telephone

Contact e-mail

Fed tax ID:

WI 39-6005525

Ownership:

☒ Corporation

☐ Partnership

☐ Sole Proprietor

## BILLING INFORMATION

TOM STOFFEL

Billing Contact

920-967-5112

Billing Telephone #

140 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

Billing Contact e-mail

Combine bill to show all service locations? ☐ Yes ☐ No

## SERVICE SELECTIONS & TERM

☒ Local ☒ Long Distance- InterLATA ☒ Long Distance- IntraLATA

☐ Internet ☐ Toll-Free

Term (Months):

36

Voice

Data

## PRICING (Exclusive of tax & surcharges)

Product	(Non-Recurring)			(Recurring)	
	Install Charge	Promotional Credit	Net Price	Monthly Charge	Rate
BASIC TELEPHONE LINES				8.25	
LOCAL CALLS (PER CALL)					.04 PC
LONG DISTANCE (PER MINUTE)					.04 PM

## CLIENT INFORMATION

CITY OF MENASHA

Business Name

TOM STOFFEL

Contact Name

CITY CONTROLLER

Title

CITY OF MENASHA 00 51109 HEALTH FAX

Location Name

140 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

920-9675112

Contact Telephone

Contact e-mail

Fed tax ID:

WI 39-6005525

Ownership:

☒ Corporation

☐ Partnership

☐ Sole Proprietor

## BILLING INFORMATION

TOM STOFFEL

Billing Contact

920-967-5112

Billing Telephone #

140 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

Billing Contact e-mail

Combine bill to show all service locations? ☐ Yes ☐ No

## SERVICE SELECTIONS & TERM

☒ Local ☒ Long Distance- InterLATA ☒ Long Distance- IntraLATA

☐ Internet ☐ Toll-Free

Term (Months):

36

Voice

Data

## PRICING (Exclusive of tax & surcharges)

Product	(Non-Recurring)			(Recurring)	
	Install Charge	Promotional Credit	Net Price	Monthly Charge	Rate
BASIC TELEPHONE LINES				8.25	
LOCAL CALLS (PER CALL)					.04 PC
LONG DISTANCE (PER MINUTE)					.04 PM

## ADDITIONAL FORMS

Additional Pricing Form(s) attached:

☐ Yes ☐ No

## CLIENT ACKNOWLEDGEMENT

Client Initials: \_\_\_\_\_

Date: \_\_\_\_\_



# Multiple Location Form

Multiple Location Form Number \_\_\_\_\_

## CLIENT INFORMATION

CITY OF MENASHA

Business Name

TOM STOFFEL

Contact Name

CITY CONTROLLER

Title

CITY HALL ELEVATOR

Location Name

140 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

920-967-5112

Contact Telephone

Contact e-mail

Fed tax ID:

WI 39-6005525

Ownership: ☒ Corporation ☐ Partnership ☐ Sole Proprietor

## BILLING INFORMATION

TOM STOFFEL

Billing Contact

920-967-5112

Billing Telephone #

140 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

Billing Contact e-mail

Combine bill to show all service locations? ☐ Yes ☐ No

## SERVICE SELECTIONS & TERM

☒ Local ☒ Long Distance- InterLATA ☒ Long Distance- IntraLATA

☐ Internet ☐ Toll-Free

Term (Months):

36

Voice

Data

## PRICING (Exclusive of tax & surcharges)

Product	(Non-Recurring)			(Recurring)	
	Install Charge	Promotional Credit	Net Price	Monthly Charge	Rate
BASIC TELEPHONE LINES				8.25	
LOCAL CALLS (PER CALL)					.04 PC
LONG DISTANCE (PER MINUTE)					.04 PM

## CLIENT INFORMATION

CITY OF MENASHA

Business Name

TOM STOFFEL

Contact Name

CITY CONTROLLER

Title

CITY OF MENASHA 00 55215 BRIDGE TOWERS

Location Name

67 RACINE STREET

Street Address

MENASHA

City

WI

State

54952

Zip

920-9675112

Contact Telephone

Contact e-mail

Fed tax ID:

WI 39-6005525

Ownership: ☒ Corporation ☐ Partnership ☐ Sole Proprietor

## BILLING INFORMATION

TOM STOFFEL

Billing Contact

920-967-5112

Billing Telephone #

140 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

Billing Contact e-mail

Combine bill to show all service locations? ☐ Yes ☐ No

## SERVICE SELECTIONS & TERM

☒ Local ☒ Long Distance- InterLATA ☒ Long Distance- IntraLATA

☐ Internet ☐ Toll-Free

Term (Months):

36

Voice

Data

## PRICING (Exclusive of tax & surcharges)

Product	(Non-Recurring)			(Recurring)	
	Install Charge	Promotional Credit	Net Price	Monthly Charge	Rate
BASIC TELEPHONE LINES				8.25	
LOCAL CALLS (PER CALL)					.04 PC
LONG DISTANCE (PER MINUTE)					.04 PM

## ADDITIONAL FORMS

Additional Pricing Form(s) attached:

☐ Yes ☐ No

## CLIENT ACKNOWLEDGEMENT

Client Initials: \_\_\_\_\_

Date: \_\_\_\_\_



# Multiple Location Form

Multiple Location Form Number \_\_\_\_\_

## CLIENT INFORMATION

CITY OF MENASHA

Business Name

TOM STOFFEL

Contact Name

CITY CONTROLLER

Title

SENIOR CENTER 00-53212 - FAX

Location Name

116 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

920-967-5112

Contact Telephone

Contact e-mail

Fed tax ID:

WI 39-6005525

Ownership: ☒ Corporation ☐ Partnership ☐ Sole Proprietor

## BILLING INFORMATION

TOM STOFFEL

Billing Contact

920-967-5112

Billing Telephone #

140 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

Billing Contact e-mail

Combine bill to show all service locations? ☐ Yes ☐ No

## SERVICE SELECTIONS & TERM

☒ Local ☒ Long Distance- InterLATA ☒ Long Distance- IntraLATA

☐ Internet ☐ Toll-Free

Term (Months):

36

Voice

Data

## PRICING (Exclusive of tax & surcharges)

Product	(Non-Recurring)			(Recurring)	
	Install Charge	Promotional Credit	Net Price	Monthly Charge	Rate
BASIC TELEPHONE LINES				8.25	
LOCAL CALLS (PER CALL)					.04 PC
LONG DISTANCE (PER MINUTE)					.04 PM

## CLIENT INFORMATION

CITY OF MENASHA

Business Name

TOM STOFFEL

Contact Name

CITY CONTROLLER

Title

SWIMMING POOL 00- 55203

Location Name

915 3<sup>RD</sup> STREET

Street Address

MENASHA

City

WI

State

54952

Zip

920-9675112

Contact Telephone

Contact e-mail

Fed tax ID:

WI 39-6005525

Ownership: ☒ Corporation ☐ Partnership ☐ Sole Proprietor

## BILLING INFORMATION

TOM STOFFEL

Billing Contact

920-967-5112

Billing Telephone #

140 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

Billing Contact e-mail

Combine bill to show all service locations? ☐ Yes ☐ No

## SERVICE SELECTIONS & TERM

☒ Local ☒ Long Distance- InterLATA ☒ Long Distance- IntraLATA

☐ Internet ☐ Toll-Free

Term (Months):

36

Voice

Data

## PRICING (Exclusive of tax & surcharges)

Product	(Non-Recurring)			(Recurring)	
	Install Charge	Promotional Credit	Net Price	Monthly Charge	Rate
BASIC TELEPHONE LINES				8.25	
LOCAL CALLS (PER CALL)					.04 PC
LONG DISTANCE (PER MINUTE)					.04 PM

## ADDITIONAL FORMS

Additional Pricing Form(s) attached: ☐ Yes ☐ No

## CLIENT ACKNOWLEDGEMENT

Client Initials: \_\_\_\_\_

Date: \_\_\_\_\_





# Multiple Location Form

Multiple Location Form Number \_\_\_\_\_

## CLIENT INFORMATION

CITY OF MENASHA  
Business Name

TOM STOFFEL CITY CONTROLLER  
Contact Name Title

MARINA 07 12429  
Location Name

125 MAIN STREET  
Street Address

MENASHA WI 54952  
City State Zip

920-967-5112  
Contact Telephone

Contact e-mail

Fed tax ID: WI 39-6005525

Ownership: ☒ Corporation ☐ Partnership ☐ Sole Proprietor

## BILLING INFORMATION

TOM STOFFEL 920-967-5112  
Billing Contact Billing Telephone #

140 MAIN STREET  
Street Address

MENASHA WI 54952  
City State Zip

Billing Contact e-mail

Combine bill to show all service locations? ☐ Yes ☐ No

## SERVICE SELECTIONS & TERM

☒ Local ☒ Long Distance- InterLATA ☒ Long Distance- IntraLATA

☐ Internet ☐ Toll-Free

Term (Months): 36  
Voice Data

## PRICING (Exclusive of tax & surcharges)

Product	(Non-Recurring)		(Recurring)	
	Install Charge	Promotional Credit	Monthly Charge	Rate
BASIC TELEPHONE LINES			8.25	
LOCAL CALLS (PER CALL)				.04 PC
LONG DISTANCE (PER MINUTE)				.04 PM

## CLIENT INFORMATION

CITY OF MENASHA  
Business Name

TOM STOFFEL CITY CONTROLLER  
Contact Name Title

CITY GARAGE 31- 54149 FAX  
Location Name

455 BALDWIN STREET  
Street Address

MENASHA WI 54952  
City State Zip

920-9675112  
Contact Telephone

Contact e-mail

Fed tax ID: WI 39-6005525

Ownership: ☒ Corporation ☐ Partnership ☐ Sole Proprietor

## BILLING INFORMATION

TOM STOFFEL 920-967-5112  
Billing Contact Billing Telephone #

140 MAIN STREET  
Street Address

MENASHA WI 54952  
City State Zip

Billing Contact e-mail

Combine bill to show all service locations? ☐ Yes ☐ No

## SERVICE SELECTIONS & TERM

☒ Local ☒ Long Distance- InterLATA ☒ Long Distance- IntraLATA

☐ Internet ☐ Toll-Free

Term (Months): 36  
Voice Data

## PRICING (Exclusive of tax & surcharges)

Product	(Non-Recurring)		(Recurring)	
	Install Charge	Promotional Credit	Monthly Charge	Rate
BASIC TELEPHONE LINES			8.25	
LOCAL CALLS (PER CALL)				.04 PC
LONG DISTANCE (PER MINUTE)				.04 PM

## ADDITIONAL FORMS

Additional Pricing Form(s) attached: ☐ Yes ☐ No

## CLIENT ACKNOWLEDGEMENT

Client Initials: \_\_\_\_\_ Date: \_\_\_\_\_





# Multiple Location Form

Multiple Location Form Number \_\_\_\_\_

## CLIENT INFORMATION

CITY OF MENASHA

Business Name

TOM STOFFEL

Contact Name

CITY CONTROLLER

Title

BARKER FARM

Location Name

2170 PLANK RD

Street Address

MENASHA

City

WI

State

54952

Zip

920-967-5112

Contact Telephone

Contact e-mail

Fed tax ID:

WI 39-6005525

Ownership:

☒ Corporation

☐ Partnership

☐ Sole Proprietor

## BILLING INFORMATION

TOM STOFFEL

Billing Contact

920-967-5112

Billing Telephone #

140 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

Billing Contact e-mail

Combine bill to show all service locations? ☐ Yes ☐ No

## SERVICE SELECTIONS & TERM

☒ Local ☒ Long Distance- InterLATA ☒ Long Distance- IntraLATA

☐ Internet ☐ Toll-Free

Term (Months):

36

Voice

Data

## PRICING (Exclusive of tax & surcharges)

Product	(Non-Recurring)		Net Price	(Recurring)	
	Install Charge	Promotional Credit		Monthly Charge	Rate
BASIC TELEPHONE LINES				8.25	
LOCAL CALLS (PER CALL)					.04 PC
LONG DISTANCE (PER MINUTE)					.04 PM

## CLIENT INFORMATION

CITY OF MENASHA

Business Name

TOM STOFFEL

Contact Name

CITY CONTROLLER

Title

PARK & REC - CLOVIS GROVE SHELTER

Location Name

974 9<sup>TH</sup> STREET

Street Address

MENASHA

City

WI

State

54952

Zip

920-9675112

Contact Telephone

Contact e-mail

Fed tax ID:

WI 39-6005525

Ownership:

☒ Corporation

☐ Partnership

☐ Sole Proprietor

## BILLING INFORMATION

TOM STOFFEL

Billing Contact

920-967-5112

Billing Telephone #

140 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

Billing Contact e-mail

Combine bill to show all service locations? ☐ Yes ☐ No

## SERVICE SELECTIONS & TERM

☒ Local ☒ Long Distance- InterLATA ☒ Long Distance- IntraLATA

☐ Internet ☐ Toll-Free

Term (Months):

36

Voice

Data

## PRICING (Exclusive of tax & surcharges)

Product	(Non-Recurring)		Net Price	(Recurring)	
	Install Charge	Promotional Credit		Monthly Charge	Rate
BASIC TELEPHONE LINES				8.25	
LOCAL CALLS (PER CALL)					.04 PC
LONG DISTANCE (PER MINUTE)					.04 PM

## ADDITIONAL FORMS

Additional Pricing Form(s) attached:

☐ Yes ☐ No

## CLIENT ACKNOWLEDGEMENT

Client Initials: \_\_\_\_\_

Date: \_\_\_\_\_



# Multiple Location Form

Multiple Location Form Number \_\_\_\_\_

## CLIENT INFORMATION

CITY OF MENASHA

Business Name

TOM STOFFEL

Contact Name

CITY CONTROLLER

Title

PARK & REC HART PARK SHELTER

Location Name

730 WILSON STREET

Street Address

MENASHA

City

WI

State

54952

Zip

920-967-5112

Contact Telephone

Contact e-mail

Fed tax ID:

WI 39-6005525

Ownership:

☒ Corporation

☐ Partnership

☐ Sole Proprietor

## BILLING INFORMATION

TOM STOFFEL

Billing Contact

920-967-5112

Billing Telephone #

140 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

Billing Contact e-mail

Combine bill to show all service locations? ☐ Yes ☐ No

## SERVICE SELECTIONS & TERM

☒ Local ☒ Long Distance- InterLATA ☒ Long Distance- IntraLATA

☐ Internet ☐ Toll-Free

Term (Months):

36

Voice

Data

## PRICING (Exclusive of tax & surcharges)

Product	(Non-Recurring)			(Recurring)	
	Install Charge	Promotional Credit	Net Price	Monthly Charge	Rate
BASIC TELEPHONE LINES				8.25	
LOCAL CALLS (PER CALL)					.04 PC
LONG DISTANCE (PER MINUTE)					.04 PM

## CLIENT INFORMATION

CITY OF MENASHA

Business Name

TOM STOFFEL

Contact Name

CITY CONTROLLER

Title

PARK & REC MEMORIAL BLDG

Location Name

640 KEYS STREET

Street Address

MENASHA

City

WI

State

54952

Zip

920-9675112

Contact Telephone

Contact e-mail

Fed tax ID:

WI 39-6005525

Ownership:

☐ Corporation

☐ Partnership

☐ Sole Proprietor

## BILLING INFORMATION

TOM STOFFEL

Billing Contact

920-967-5112

Billing Telephone #

140 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

Billing Contact e-mail

Combine bill to show all service locations? ☐ Yes ☐ No

## SERVICE SELECTIONS & TERM

☒ Local ☒ Long Distance- InterLATA ☒ Long Distance- IntraLATA

☐ Internet ☐ Toll-Free

Term (Months):

36

Voice

Data

## PRICING (Exclusive of tax & surcharges)

Product	(Non-Recurring)			(Recurring)	
	Install Charge	Promotional Credit	Net Price	Monthly Charge	Rate
BASIC TELEPHONE LINES				8.25	
LOCAL CALLS (PER CALL)					.04 PC
LONG DISTANCE (PER MINUTE)					.04 PM

## ADDITIONAL FORMS

Additional Pricing Form(s) attached:

☐ Yes

☐ No

## CLIENT ACKNOWLEDGEMENT

Client Initials:

Date:



**Memorandum**

TO: Administration Committee/Common Council  
FROM: Greg Keil, CDD *OK*  
DATE: December 27, 2006  
RE: Purchase of 535 First Street

The Community Development Department is requesting authorization to purchase 535 First Street from Winnebago County. The taxes, fees and interest charges that have accumulated against the property since 2003 amount to \$18,192.76 (see attached sheet). Winnebago County has agreed to waive ½ of the interest charges resulting in a net cost of \$16,610.26. We have received authorization from the Department of Commerce – Division of Housing to use the housing acquisition/conversion set aside from the City's Community Development Block Grant (CDBG) revolving loan fund to purchase the property.

MUNICIPALITY	CITY OF MENASHA	ROBERT C BROWN
PARCEL NO.	701-0052	
ASSESSED VALUE	\$98,700.00	
APPRAISED VALUE		

57  
53  
51  
55  
52  
54

\$16610.26 ~~not~~

**FIRST WARD  
ORIGINAL PLAT OF MENASHA  
LOT 4 OF BLK 18**

[illegible]

RECEIPT NO.



Date: 27 December 2006

To: City of Menasha Common Council

From: Ald. Merkes

Re: Contract for Televising City of Menasah Administration Committee,  
PublicWorks Committee & Common Council Meetings

Public access broadcast of Menasha Common Council and key committee meetings should not be a controversial issue. Open government is a value that everyone in city government should be able to wrap their arms around without a second thought. Therefore, I respectfully submit this new contract between UW Fox Valley and the City of Menasha for approval so we can move on to more important issues affecting the residents and businesses in this community.

Tom Frantz, of UW Fox Valley, has reviewed the new contract and believes it will be fine with the University. The new contract has a term of January 1st, 2007 – December 31st, 2007, which the previous one did not. The new contract also includes a 30 day opt-out clause.

In the past two weeks I have heard from numerous citizens around the community. An overwhelming majority made it very clear that they believe in both open government and the use of franchise fees to support it. Many looked at last week's decision as a move by the council to reduce public scrutiny of our conduct - an impression that is understandable in view of the source of the funding as well as the relatively small price tag.

The use of franchise fees for tax relief is unpopular with the public. Many citizens believe if the fees are not used for some services back to cable subscribers, that they should be eliminated completely. I have included some of the comments I received in writing from citizens regarding the public's desire to be able to monitor city business through this medium as citizens in many neighboring communities are able to do.

I have also explored ways to reduce the cost of the service and believe that we could provide this service for a much lower cost with some ingenuity, hence the 30 day opt-out clause. I hope we can step back from the controversy over this issue and respond to the call to bring the citizens' government to them in their homes.

We have nothing to hide and there is no better way to demonstrate that than by resuming the cable broadcast of our meetings.

A handwritten signature in black ink, appearing to be "DMerkes", is located at the bottom of the page.

## C O N T R A C T

This agreement made and entered into this 2<sup>nd</sup> day of January 2007, by and between the University of Wisconsin Fox Valley Television Department (hereinafter referred to as UW FOX VALLEY) and the City of Menasha (hereinafter referred to as CITY).

Witnesseth that, UW FOX VALLEY and the City for consideration stated herein agree to as follows:

1. That the City of Menasha desires to have the Common Council, Administration Committee, and Public Works Committee, meetings videotaped and broadcast on cable television for the benefit of the community.
2. That UW FOX VALLEY has previously videotaped the City of Menasha meetings for broadcast, and is willing to enter into an agreement to video record meetings beginning with the first regularly scheduled meeting after the contract signing. Further, that the budget sessions and special meetings may be video recorded for broadcast at the direction of the common council with adequate notice to UW FOX VALLEY
3. That the CITY agrees that UW FOX VALLEY will tape meetings for broadcast pursuant to the rates set herein.
4. That UW FOX VALLEY will shoot and produce the videotapes with 3-4 person television crew. The production crew will be allowed time before meetings to pack up, transport, set up, and test equipment; as well as time after the meetings to strike the equipment and transport it back to UW Fox Valley. If time is not available following the meetings to remove the equipment, access for UW FOX VALLEY crews will be provided for the next morning.
5. That the CITY will provide a secure location in the proximity of the Menasha Common Council Chambers for storing UW FOX VALLEY television production equipment.
6. UW FOX VALLEY will tag the tapes with an opening and closing segment, including voice over text indicating the reasons for the telecast and providing options for public comment about the telecast. CITY Common Council will provide specific wording of this text.
7. UW FOX VALLEY will be responsible for delivery of tapes to Time Warner Cable for broadcast.
8. That UW FOX VALLEY will provide the equipment and consumables for recording the meetings, and payment will be made at the rate of \$150.00 per hour for set up, shooting, and striking the equipment, and \$25.00 per hour for tape editing. CITY will make payment to UW FOX VALLEY within 30 days of receipt of invoice by UW FOX VALLEY.
9. That the video recording of the meetings shall be the sole property of CITY.
10. UW FOX VALLEY students may use excerpts of CITY video recordings for resume and portfolio purposes.

11. This contract shall be in effect from January 1<sup>st</sup> 2007, to December 31<sup>st</sup>, 2007, and shall automatically renew for a one year period unless either party takes action to discontinue the service.

12. Either the CITY, by direction of the common council, or UW FOX VALLEY may discontinue this service with thirty (30) day written notice at any point within the contract period.

The matters expressly referred to herein constitute the entire agreement of the parties. No representations, warranties, undertakings, or promises have been made by either party thereto unless expressly stated herein. All amendments hereto if any shall be in writing and executed by the parties.

IN WITNESS WHEREOF, the CITY and UW FOX VALLEY have executed and delivered this agreement all on the date above shown.

\_\_\_\_\_  
James B Eagon, Asst Campus Dean for Administrative Services  
UW Fox Valley

\_\_\_\_\_  
Joe Laux, Mayor City of Menasha

\_\_\_\_\_  
Debbie A Galeazzi, City Clerk, City of Menasha

## CITY OF MENASHA DISBURSEMENTS

Accounts Payable for 12/20/06-12/28/06	\$ 450,485.01
Checks # 10672-10850	

Payroll Checks for 12/21/06-12/28/06	<u>135,359.97</u>
Checks # 29761-29984	

Total	\$ 585,844.98
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\*\*Gaps in the sequence of accounts payable check numbers may be caused by: voiding checks at the start of a new check run to set up printing of the checks correctly, having a large number of invoices on a particular vendor which causes the payment to be printed on more than one accounts payable check , incorrect alphabetizing of a vendor causing the accounts payable check to appear out of sequence or software/printer problems which result in accounts payable checks being printed incorrectly and needing to be discarded.



Date: Wednesday, December 27, 2006  
Time: 03:54PM  
User: MGRIESBACH

**CITY OF MENASHA**  
**Check Register - w/Alternate Description**

Page: 1 of 6  
Report: 03630Alt.rpt  
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
01160 ALLIANCE ENTERTAINMENT CORP	PJB24905995	31100	55	06-101-314	26.74	LIBRARY MATERIALS
	PJB24990390	31100	55	06-101-314	11.75	LIBRARY MATERIALS
	PJB24895213	31100	55	06-101-314	116.25	LIBRARY MATERIALS
	PJB24974750	31100	55	06-101-314	66.75	LIBRARY MATERIALS
	PJB25062713	31100	55	06-101-314	85.00	LIBRARY MATERIALS
	PJB25138465	31100	55	06-101-314	1,767.05	LIBRARY MATERIALS
	PJB25155210	31100	55	06-101-314	31.49	LIBRARY MATERIALS
	PJB25261955	31100	55	06-101-314	285.71	LIBRARY MATERIALS
Check Date	12/20/2006	Check Nbr	010672	Check Total:	2,390.74	
02115 BAKER & TAYLOR INC	5007383341	31100	55	06-101-314	138.45	LIBRARY MATERIALS
	5007420282	31100	55	06-101-314	306.95	LIBRARY MATERIALS
	2017531034	31100	55	06-101-314	392.90	LIBRARY MATERIALS
	2017530864	31100	55	06-101-314	329.66	LIBRARY MATERIALS
	2017537313	31100	55	06-101-314	601.82	LIBRARY MATERIALS
	2017543503	31100	55	06-101-314	587.30	LIBRARY MATERIALS
	2017557537	31100	55	06-101-314	373.31	LIBRARY MATERIALS
	2017505772	31100	55	06-101-314	253.92	LIBRARY MATERIALS
	2017568846	31100	55	06-101-314	615.68	LIBRARY MATERIALS
	2017588222	31100	55	06-101-314	426.79	LIBRARY MATERIALS
	2017594232	31100	55	06-101-314	862.99	LIBRARY MATERIALS
	2017595010	31100	55	06-101-314	478.18	LIBRARY MATERIALS
	2017619388	31100	55	06-101-314	245.00	LIBRARY MATERIALS
	2017634641	31100	55	06-101-314	877.44	LIBRARY MATERIALS
	2017663291	31100	55	06-101-314	415.75	LIBRARY MATERIALS
	2017684460	31100	55	06-101-314	150.79	LIBRARY MATERIALS
Check Date	12/20/2006	Check Nbr	010674	Check Total:	7,056.93	
02428 KATHY BESON	12192006	31100	55	06-101-316	19.36	PROGRAM SUPPLIES
Check Date	12/20/2006	Check Nbr	010675	Check Total:	19.36	

Date: Wednesday, December 27, 2006  
Time: 03:54PI  
User: MGRIESBACH

**CITY OF MENASHA**  
**Check Register - w/Alternate Description**

Page: 2 of 6  
Report: 03630Alt.rpt  
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
02635 BOOK WHOLESALERS INC	2673882	31100	55	06-101-314	95.75	LIBRARY MATERIALS
	2677077	31100	55	06-101-314	386.63	LIBRARY MATERIALS
	2683367	31100	55	06-101-314	52.03	LIBRARY MATERIALS
	2684947	31100	55	06-101-314	105.76	LIBRARY MATERIALS
	2687855	31100	55	06-101-314	199.21	LIBRARY MATERIALS
	2688955	31100	55	06-101-314	135.40	LIBRARY MATERIALS
	2690081	31100	55	06-101-314	360.38	LIBRARY MATERIALS
	2673884	31100	55	06-101-314	26.00	LIBRARY MATERIALS
	2673883	31100	55	06-101-314	27.58	LIBRARY MATERIALS
	2677078	31100	55	06-101-314	116.77	LIBRARY MATERIALS
	2681140	31100	55	06-101-314	5.88	LIBRARY MATERIALS
	2681141	31100	55	06-101-314	359.55	LIBRARY MATERIALS
	2690082	31100	55	06-101-314	80.12	LIBRARY MATERIALS
	2690083	31100	55	06-101-314	26.61	LIBRARY MATERIALS
Check Date	12/20/2006	Check Nbr	010677	Check Total:	1,977.67	
03265 CENTER POINT LARGE PRINT	605945	31100	55	06-101-314	38.34	LIBRARY MATERIALS
	601419	31100	55	06-101-314	38.34	LIBRARY MATERIALS
Check Date	12/20/2006	Check Nbr	010678	Check Total:	76.68	
03665 CONKEY'S BOOK STORE	72126	31100	55	06-101-314	40.00	LIBRARY MATERIALS
	Check Date	12/20/2006	Check Nbr	010679	Check Total:	40.00
04046 DE DALUM	12192006	31100	55	06-101-331	35.60	MILEAGE REIMBURSEMENT
	12202006	31100	55	06-101-333	6.00	MEAL REIMBURSEMENT
	Check Date	12/20/2006	Check Nbr	010680	Check Total:	41.60
04195 DEMCO INC	2669333	31100	55	06-101-300	124.88	DEPARTMENT SUPPLIES
	Check Date	12/20/2006	Check Nbr	010681	Check Total:	124.88

Date: Wednesday, December 27, 2006  
Time: 03:54PM  
User: MGRIESBACH

**CITY OF MENASHA**  
**Check Register - w/Alternate Description**

Page: 3 of 6  
Report: 03630Alt.rpt  
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
08087 KATHY HANNAH	12192006	31100	55	06-101-333	6.00	MEAL REIMBURSEMENT
	Check Date	12/20/2006	Check Nbr	010682	Check Total:	6.00
09135 INGRAM LIBRARY SERVICES	15024722	31100	55	06-101-314	80.56	LIBRARY MATERIALS
	15052369	31100	55	06-101-314	107.15	LIBRARY MATERIALS
	15130183	31100	55	06-101-314	78.12	LIBRARY MATERIALS
	15209823	31100	55	06-101-314	79.89	LIBRARY MATERIALS
	15285737	31100	55	06-101-314	223.86	LIBRARY MATERIALS
	Check Date	12/20/2006	Check Nbr	010683	Check Total:	569.58
11155 KITZ & PFEIL INC	10-30-140098	31100	55	06-101-240	7.55	REPAIR/MAINTENANCE
	10-30-140180	31100	55	06-101-240	2.05	REPAIR/MAINTENANCE
	11-10-140017	31100	55	06-101-313	29.67	HOUSEKEEPING SUPPLIES
	Check Date	12/20/2006	Check Nbr	010684	Check Total:	39.27
12430 LIBRARY VIDEO COMPANY	W00866550001	31100	55	06-101-314	1,643.42	LIBRARY MATERIALS
	W00866550002	31100	55	06-101-314	16.95	LIBRARY MATERIALS
	Check Date	12/20/2006	Check Nbr	010685	Check Total:	1,660.37
13100 MARSHALL CAVENDISH CORP	R745149	31100	55	06-101-314	291.20	LIBRARY MATERIALS
	R746747	31100	55	06-101-314	329.95	LIBRARY MATERIALS
	Check Date	12/20/2006	Check Nbr	010686	Check Total:	621.15
13140 MATAS MUSIC STUDIO	7970	31100	55	06-101-243	89.50	PIANO TUNING
	Check Date	12/20/2006	Check Nbr	010687	Check Total:	89.50

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13610 MIDWEST TAPE	1325196	31100	55	06-101-314	23.99	LIBRARY MATERIALS
	1329604	31100	55	06-101-314	23.99	LIBRARY MATERIALS
	1317623	31100	55	06-101-314	91.96	LIBRARY MATERIALS
	1317624	31100	55	06-101-314	37.98	LIBRARY MATERIALS
	1321713	31100	55	06-101-314	104.95	LIBRARY MATERIALS
	1325412	31100	55	06-101-314	58.97	LIBRARY MATERIALS
	1325413	31100	55	06-101-314	9.99	LIBRARY MATERIALS
	1328987	31100	55	06-101-314	48.98	LIBRARY MATERIALS
	1328988	31100	55	06-101-314	202.89	LIBRARY MATERIALS
Check Date	12/20/2006	Check Nbr	010688	Check Total:	603.70	
13675 MINITEX-CPP	38068	31100	55	06-101-300	458.00	DEPARTMENT SUPPLIES
	Check Date	12/20/2006	Check Nbr	010689	Check Total:	458.00
13720 MODERN BUSINESS MACHINES	26109601	31100	55	06-101-243	194.88	PHOTOCOPIER SERVICE CONTRACT
	26114141	31100	55	06-101-243	292.01	PHOTOCOPIER SERVICE CONTRACT
	Check Date	12/20/2006	Check Nbr	010690	Check Total:	486.89
13748 CHARLES MORRIS	12192006	31100	55	06-101-300	30.15	DEPARTMENT SUPPLIES
	19202006	31100	55	06-101-310	18.51	OFFICE SUPPLIES
	12192006	31100	55	06-101-331	106.36	MILEAGE REIMBURSEMENT
	Check Date	12/20/2006	Check Nbr	010691	Check Total:	155.02
14255 NEOPOST	42763660	31100	55	06-101-311	203.40	POSTAGE METER CONTRACT
	Check Date	12/20/2006	Check Nbr	010692	Check Total:	203.40
15045 OFFICE DEPOT	142023304000	31100	55	06-101-310	57.98	OFFICE SUPPLIES
	Check Date	12/20/2006	Check Nbr	010693	Check Total:	57.98

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15090 OGDEN PLUMBING & HEATING INC	50160	31100	55	06-101-240	189.00	REPAIR/MAINTENANCE
Check Date	12/20/2006	Check Nbr	010694	Check Total:	189.00	
18094 RANDOM HOUSE INC	1082305629	31100	55	06-101-314	30.40	LIBRARY MATERIALS
	1082305630	31100	55	06-101-314	36.00	LIBRARY MATERIALS
	1082317444	31100	55	06-101-314	6.00	LIBRARY MATERIALS
	1082311250	31100	55	06-101-314	160.80	LIBRARY MATERIALS
	1082333166	31100	55	06-101-314	48.00	LIBRARY MATERIALS
	1082333167	31100	55	06-101-314	829.50	LIBRARY MATERIALS
	1082344866	31100	55	06-101-314	429.60	LIBRARY MATERIALS
	1082342310	31100	55	06-101-314	36.00	LIBRARY MATERIALS
	1082342311	31100	55	06-101-314	129.60	LIBRARY MATERIALS
	1082358183	31100	55	06-101-314	250.40	LIBRARY MATERIALS
	1082375021	31100	55	06-101-314	40.00	LIBRARY MATERIALS
	1082375022	31100	55	06-101-314	119.20	LIBRARY MATERIALS
	1082376214	31100	55	06-101-314	99.45	LIBRARY MATERIALS
	1082393261	31100	55	06-101-314	61.20	LIBRARY MATERIALS
	1082393262	31100	55	06-101-314	30.40	LIBRARY MATERIALS
	1082393263	31100	55	06-101-314	36.00	LIBRARY MATERIALS
Check Date	12/20/2006	Check Nbr	010696	Check Total:	2,342.55	
18115 RECORDED BOOKS INC	3268771	31100	55	06-101-314	19.85	LIBRARY MATERIALS
	3216247	31100	55	06-101-314	216.34	LIBRARY MATERIALS
Check Date	12/20/2006	Check Nbr	010697	Check Total:	236.19	
19019 TASHA SAECKER	12192006	31100	55	06-101-331	293.70	MILEAGE REIMBURSEMENT
Check Date	12/20/2006	Check Nbr	010698	Check Total:	293.70	
19140 SCHARPF'S OFFICE PRODUCTS INC	367965	31100	55	06-101-310	7.59	OFFICE SUPPLIES
Check Date	12/20/2006	Check Nbr	010699	Check Total:	7.59	

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19290 KRIS SEEFELDT	12192006	31100	55	06-101-331	19.98	MILEAGE REIMBURSEMENT
Check Date	12/20/2006	Check Nbr	010700		Check Total:	19.98
19385 SHOWCASES	232885	31100	55	06-101-300	17.00	DEPARTMENT SUPPLIES
Check Date	12/20/2006	Check Nbr	010701		Check Total:	17.00
20189 LINDA THOMPSON	12192006	31100	55	06-101-316	25.10	PROGRAM SUPPLIES
Check Date	12/20/2006	Check Nbr	010702		Check Total:	25.10
20191 THOMSON GALE	14897462	31100	55	06-101-314	379.55	LIBRARY MATERIALS
	14895032	31100	55	06-101-314	38.93	LIBRARY MATERIALS
Check Date	12/20/2006	Check Nbr	010703		Check Total:	418.48
21053 UNIQUE BOOKS INC	337722	31100	55	06-101-314	273.05	LIBRARY MATERIALS
	337723	31100	55	06-101-314	297.39	LIBRARY MATERIALS
	337724	31100	55	06-101-314	268.77	LIBRARY MATERIALS
Check Date	12/20/2006	Check Nbr	010704		Check Total:	839.21
21185 UPSTART INC	9720013-001	31100	55	06-101-316	111.49	LIBRARY MATERIALS
Check Date	12/20/2006	Check Nbr	010705		Check Total:	111.49
23215 WIL-KIL PEST CONTROL	15261707	31100	55	06-101-240	325.92	PEST CONTROL CONTRACT
Check Date	12/20/2006	Check Nbr	010706		Check Total:	325.92
23293 WINNEFOX LIBRARY SYSTEM	2387	31100	55	06-101-314	25.75	LIBRARY MATERIALS
Check Date	12/20/2006	Check Nbr	010707		Check Total:	25.75
Grand Total:					21,530.68	

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<b>01075 ACCURATE SUSPENSION WAREHOUSE</b>	6021522	31731	54	10-149-383	93.93	SUPPLIES/INSTALLING WING LTS
Check Date	12/21/2006	Check Nbr	010708		Check Total:	93.93
<b>01263 AG-BAG FORAGE SOLUTIONS</b>	1946	31266	54	10-308-300	13,276.00	9 10' PODS
Check Date	12/21/2006	Check Nbr	010709		Check Total:	13,276.00
<b>01315 AIRGAS NORTH CENTRAL</b>	105093738	31731	54	10-149-300	40.38	OXYGEN INDUSTRIAL SIZE
Check Date	12/21/2006	Check Nbr	010710		Check Total:	40.38
<b>01675 AMT</b>	122106	31100	21	04-299-022	150.00	WAGE ASSIGNMENT
Check Date	12/21/2006	Check Nbr	010711		Check Total:	150.00
<b>01795 ARMOR HOLDINGS FORENSICS INC</b>	F06-313791	31100	52	08-101-300	583.85	INVESTIGATION SUPPLIES
Check Date	12/21/2006	Check Nbr	010712		Check Total:	583.85
<b>19120 AT&amp;T</b>	920R09453012	31100	51	10-115-221	64.30	MONTHLY CHARGES
	920R09453012	31201	54	10-301-221	169.45	MONTHLY CHARGES
Check Date	12/21/2006	Check Nbr	010754		Check Total:	233.75
<b>02040 BADGER HIGHWAYS CO INC</b>	133646	31100	54	10-121-300	16.48	TAHOE COURT
Check Date	12/21/2006	Check Nbr	010713		Check Total:	16.48
<b>02050 BADGER LAB &amp; ENGINEERING INC</b>	INV000028462	31741	19	04-520-000	331.00	TEST PIT SAMPLES
Check Date	12/21/2006	Check Nbr	010714		Check Total:	331.00

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02335 BECK ELECTRIC INC	C229	31100	55	07-202-242	1,472.74	LIGHT FIXTURES/BULBS CURTIS RD
	C195	31100	55	07-202-240	189.20	REPLACE BALLASTS/JEFF PK MENS
	C288	31100	54	10-131-300	467.23	WIRE FOR TRAFFIC LIGHT REPAIR
	C223	31100	54	10-131-216	883.00	MATERIAL/LABOR ACC RACINE/3RD
	C223	31100	54	10-131-300	3.15	MATERIAL/LABOR ACC RACINE/3RD
	C290	31100	54	10-131-216	560.04	REMOVE ANTENNAS/TRAFFIC CONTR
Check Date 12/21/2006 Check Nbr 010715 Check Total:					3,575.36	
02501 BITS & BLADES INC	187833	31100	55	07-202-242	106.00	BITS SHARPENED
	Check Date 12/21/2006 Check Nbr 010716 Check Total:					106.00
02630 LARRY BONNEVILLE	121906	31100	52	08-101-191	1,010.00	OUTSIDE STUDY COURSE REIMBURSE
	Check Date 12/21/2006 Check Nbr 010717 Check Total:					1,010.00
02780 BRUCE MUNICIPAL EQUIPMENT INC	5070282	31731	54	10-149-383	45.55	IDLER PULLEY
	Check Date 12/21/2006 Check Nbr 010718 Check Total:					45.55
03051 CALUMET COUNTY CLERK COURTS	1214606	31100	21	04-229-000	150.00	BOND/K FLOM
	Check Date 12/21/2006 Check Nbr 010719 Check Total:					150.00
04250 DICKSON COMPANY	659057	31100	53	09-113-315	327.00	TEMPERATURE RECORDER
	Check Date 12/21/2006 Check Nbr 010720 Check Total:					327.00
04275 DIGICORPORATION	47889	31266	54	10-307-216	401.24	RECYCLING INFO
	Check Date 12/21/2006 Check Nbr 010721 Check Total:					401.24
05187 ENDRIES INTERNATIONAL INC	7405460-00	31207	55	07-205-822	377.36	WASHERS/NUTS/SCREWS
	Check Date 12/21/2006 Check Nbr 010722 Check Total:					377.36



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06065 FAMILY THERAPY & ANXIETY CTR	120706	31100	52	08-101-215	397.50	SERVICES/POLICE
Check Date	12/21/2006	Check Nbr	010723	Check Total:	397.50	
06092 FEDERAL BUREAU OF PRISONS	121906	31100	21	04-229-000	1,353.00	
Check Date	12/21/2006	Check Nbr	010724	Check Total:	1,353.00	
06115 FERRELLGAS	1012509598	31266	54	10-307-300	61.18	LIQUEFIED PETROLEUM GAS
Check Date	12/21/2006	Check Nbr	010725	Check Total:	61.18	
06225 FIRST SUPPLY APPLETON	6584795-00	31100	54	10-124-300	8.03	BALL VALVE
Check Date	12/21/2006	Check Nbr	010726	Check Total:	8.03	
06565 FOX VALLEY HUMANE ASSOCIATION	121306	31100	53	08-115-250	315.00	NOVEMBER 2006 ANIMALS HANDLED
Check Date	12/21/2006	Check Nbr	010727	Check Total:	315.00	
07055 GALL'S INC	90000089199	31100	52	08-101-300	30.93	YELLOW SHEARS
Check Date	12/21/2006	Check Nbr	010728	Check Total:	30.93	
07130 GE CHEMICAL	3178	31731	54	10-149-300	261.25	55 GAL DRUM
Check Date	12/21/2006	Check Nbr	010729	Check Total:	261.25	
11035 KANN MANUFACTURING CORP	116082	31731	54	10-149-383	219.57	SIDE HOPPER/HOPPER EXTENSION
Check Date	12/21/2006	Check Nbr	010730	Check Total:	219.57	
11380 KUSTOM SIGNALS INC	295456	31100	52	08-101-803	4,140.00	ION CLEAR COM
Check Date	12/21/2006	Check Nbr	010731	Check Total:	4,140.00	
12270 LEAGUE OF WISCONSIN MUNICIPALI	121506	31100	51	04-101-320	3,780.14	2007 LEAGUE DUES
Check Date	12/21/2006	Check Nbr	010732	Check Total:	3,780.14	

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13095 MARSHALL & ILSLEY TRUST CO	122106	31100	21	04-415-000	1,692.05	FLEX SPEND MEDICAL
	122106	31100	21	04-619-003	195.00	FLEX SPEND MEDICAL REIMBURSE
Check Date	12/21/2006	Check Nbr	010733	Check Total:	1,887.05	
13345 MENARDS-APPLETON EAST	9987	31100	55	07-202-300	173.88	BULBS/CURTIS SQUARE TREE
	10066	31100	55	07-202-300	59.97	BULBS/CURTIS SQUARE TREE
Check Date	12/21/2006	Check Nbr	010734	Check Total:	233.85	
13360 MENASHA ELECTRIC & WATER UTILI	120406	31100	12	04-399-000	960.06	
	120406	31100	12	04-399-000	151.04	
	120406	31100	12	04-399-000	5.77	
	120406	31100	52	08-101-223	1,325.79	
	120406	31100	52	08-101-225	208.59	
	120406	31100	54	10-131-223	603.09	
	120406	31100	54	10-131-225	20.35	
	120406	31731	54	10-149-223	1,195.24	
	120406	31731	54	10-149-225	355.47	
	120406	31201	54	10-301-223	21.05	
	120406	31266	54	10-308-223	8.16	
	120406	31100	55	06-101-223	2,536.55	
	120406	31100	55	06-101-225	391.84	
	120406	31100	55	07-202-223	1,384.62	
	120406	31100	55	07-202-225	37.61	
	120406	31100	55	07-203-223	132.74	
	120406	31100	55	07-203-225	277.92	
	120406	31100	55	10-215-223	219.53	
	112706	31731	54	10-149-223	8.16	SALT SHED
Check Date	12/21/2006	Check Nbr	010735	Check Total:	9,843.58	
13370 MENASHA EMPLOYEES CREDIT UNION	122106	31100	21	04-299-020	22,547.69	DEDUCTIONS
Check Date	12/21/2006	Check Nbr	010736	Check Total:	22,547.69	

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13375 MENASHA EMPLOYEES LOCAL 1035	122106	31100	21	04-299-031	192.00	UNION DUES
	Check Date	12/21/2006	Check Nbr	010737	Check Total:	192.00
13377 MENASHA EMPLOYEES LOCAL 1035B	122106	31100	21	04-299-032	240.80	UNIN DUES
	Check Date	12/21/2006	Check Nbr	010738	Check Total:	240.80
13400 MENASHA JOINT SCHOOL DISTRICT	121706	31100	47	04-131-000	212.16	PAYMENT FROM CALUMET CO
	122106	31100	41	04-103-000	6,209.32	DEC MOBILE HOME
	Check Date	12/21/2006	Check Nbr	010739	Check Total:	6,421.48
13755 MORTON SAFETY	113575	31100	55	07-202-300	19.88	EYE LUBE/LENS CLEANER
	113574	31731	54	10-149-300	71.33	MEDICINE SUPPLIES
	Check Date	12/21/2006	Check Nbr	010740	Check Total:	91.21
14024 NAEIR	450167	31100	52	08-101-320	595.00	MEMBERSHIP/STANKE
	Check Date	12/21/2006	Check Nbr	010741	Check Total:	595.00
14215 NEENAH-MENASHA MUNICIPAL COURT	121406	31100	21	04-229-000	182.00	BOND/T TOM
	121406	31100	21	04-229-000	182.00	BOND/D MAM
	Check Date	12/21/2006	Check Nbr	010742	Check Total:	364.00
15080 OFFICEMAX CONTRACT INC	438794	31100	51	10-115-310	56.73	OFFICE SUPPLIES
	200520	31100	56	03-202-310	55.07	OFFICE SUPPLIES
	Check Date	12/21/2006	Check Nbr	010743	Check Total:	111.80
15280 OUTAGAMIE COUNTY CLERK OF COUR	121406	31100	21	04-229-000	40.00	BOND/D QUELLA
	121406	31100	21	04-229-000	523.32	BOND/R SCHLOMANN
	Check Date	12/21/2006	Check Nbr	010745	Check Total:	563.32

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16025 PACKER CITY INTERNATIONAL	3263310007	31731	54	10-149-383	5.28	FF
	3263280025	31731	54	10-149-383	86.53	AIR FILTERS/HYDRAULI
	3263310011	31731	54	10-149-383	2.28	L BRKT
	Check Date	12/21/2006	Check Nbr	010746	Check Total:	94.09
16320 PITNEY BOWES	4842044-DC06	31100	51	10-115-243	375.00	RENTAL CHARGES
	Check Date	12/21/2006	Check Nbr	010747	Check Total:	375.00
	755961	31100	51	10-115-310	229.44	SUPPLIES
	Check Date	12/21/2006	Check Nbr	010748	Check Total:	229.44
16791 PREMIER MATERIALS TECHNOLOGY	23291	31207	55	07-205-822	11,301.90	PROJECT MATERIALS
	Check Date	12/21/2006	Check Nbr	010749	Check Total:	11,301.90
16853 PROCON DATA SYSTEMS INC	5479	31100	55	07-202-300	300.00	SIGNAGE
	Check Date	12/21/2006	Check Nbr	010750	Check Total:	300.00
18050 RADTKE CONTRACTORS INC	25931	31100	55	07-202-204	1,444.00	REMOVE BUOYS
	Check Date	12/21/2006	Check Nbr	010751	Check Total:	1,444.00
18190 REGISTRATION FEE TRUST TVRP	121806	31100	52	08-101-295	46.00	CYCLE REGISTRATION
	Check Date	12/21/2006	Check Nbr	010752	Check Total:	46.00
19080 SAM'S CLUB	002064	31100	55	07-201-300	102.76	HAYRIDE SUPPLIES
	Check Date	12/21/2006	Check Nbr	010753	Check Total:	102.76
19150 SCHENCK BUSINESS SOLUTIONS	155890	31100	51	04-109-214	622.12	PROFESSIONAL SERVICES
	Check Date	12/21/2006	Check Nbr	010755	Check Total:	622.12

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19380 SHOPKO STORES INC	51043	31100	52	08-101-315	159.99	TV WITH DVD PLAYER
Check Date	12/21/2006	Check Nbr	010756	Check Total:	159.99	
19623 STAFFORD ROSENBAUM LLP	1058249	31100	51	04-107-211	200.00	SCA SERVICES
Check Date	12/21/2006	Check Nbr	010757	Check Total:	200.00	
19650 STATE CHEMICAL MFG CO	93253396	31100	51	10-115-313	67.86	SOAP
Check Date	12/21/2006	Check Nbr	010758	Check Total:	67.86	
19693 STEPP EQUIPMENT COMPANY	228754	31731	54	10-149-383	180.18	RUBBER PADS
Check Date	12/21/2006	Check Nbr	010759	Check Total:	180.18	
19735 STUMPF CREATIVE LANDSCAPES	112206	31100	56	07-101-300	530.00	TREES
Check Date	12/21/2006	Check Nbr	010760	Check Total:	530.00	
20045 BARB TAYLOR	113006	31100	53	09-212-331	32.49	MILEAGE
Check Date	12/21/2006	Check Nbr	010761	Check Total:	32.49	
20285 TOTER INC	191185	31100	54	10-304-315	5,000.00	GARBAGE CONTAINERS
Check Date	12/21/2006	Check Nbr	010762	Check Total:	5,000.00	
20325 TRAFFIC & PARKING CONTROL CO	259537	31100	54	10-131-315	496.91	DETECTOR
Check Date	12/21/2006	Check Nbr	010763	Check Total:	496.91	
21095 UNITED WAY FOX CITIES	122106	31100	21	04-299-021	98.50	CONTRIBUTIONS
Check Date	12/21/2006	Check Nbr	010764	Check Total:	98.50	
21280 USCM PAYROLL PROCESSING	122106	31100	21	04-419-000	8,507.28	DEFERRED COMP
Check Date	12/21/2006	Check Nbr	010765	Check Total:	8,507.28	

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22045 VALLEY CAMERA	21510	31100	52	08-101-300	3.65	PROCESSING
	Check Date	12/21/2006	Check Nbr	010766	Check Total:	3.65
15190 VEOLIA ENVIRONMENTAL SERVICES	147446	31100	12	04-399-000	67.10	BORAD ST RECYCLING
	Check Date	12/21/2006	Check Nbr	010744	Check Total:	67.10
23119 WAUSHARA COUNTY CLERK OF COURT	121406	31100	21	04-229-000	298.00	BOND/V VANGROLL
	Check Date	12/21/2006	Check Nbr	010767	Check Total:	298.00
23152 WE ENERGIES	120506	31100	53	09-102-224	225.44	226 MAIN ST
	120506	31100	55	07-202-224	215.85	2170 PLANK RD
	120406	31100	55	07-202-223	34.29	CONSERVANCY
	Check Date	12/21/2006	Check Nbr	010768	Check Total:	475.58
23215 WIL-KIL PEST CONTROL	12273207	31100	51	10-115-201	183.33	ANNUAL PREBILL
	12273207	31100	52	08-101-240	327.37	ANNUAL PREBILL
	Check Date	12/21/2006	Check Nbr	010769	Check Total:	510.70
23250 WINNEBAGO COUNTY CLERK OF COUR	121406	31100	21	04-229-000	285.00	BOND/C FOATE
	121406	31100	21	04-229-000	150.00	BOND/J YEE
	121406	31100	21	04-229-000	350.00	BOND/D HERMANN
	Check Date	12/21/2006	Check Nbr	010770	Check Total:	785.00
23455 WISCONSIN SUPPORT COLLECTIONS	122106	31100	21	04-299-015	1,633.89	CHILD SUPPORT
	122106	31100	21	04-299-016	138.40	SPOUSAL SUPPORT
	Check Date	12/21/2006	Check Nbr	010771	Check Total:	1,772.29
23548 WPELRA	120106	31100	51	02-105-320	160.00	MEMBERSHIP RENEWAL
	Check Date	12/21/2006	Check Nbr	010772	Check Total:	160.00

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23560 WPRA	4178	31100	55	07-202-337	70.00	CONFERENCE/HUSS
	4229	31100	55	07-201-339	30.00	FUNDRAISING CD
Check Date	12/21/2006	Check Nbr	010773	Check Total:	100.00	
Grand Total:					108,337.12	

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01020 A+ CONFERENCING	0000871775	31201	54	10-301-211	10.20	51 MINS OF AUTO 800
Check Date	12/28/2006	Check Nbr	010774	Check Total:	10.20	
01053 ACCENT BUSINESS SOLUTIONS INC	199144	31100	51	10-115-243	388.40	2ND FLOOR COLOR COPIER
Check Date	12/28/2006	Check Nbr	010775	Check Total:	388.40	
01065 ACCURATE APPRAISAL LLC	120106	31100	51	04-107-219	2,500.00	FINAL PAYMENT CONTRACT 2006
Check Date	12/28/2006	Check Nbr	010776	Check Total:	2,500.00	
01105 ACTIVE NETWORK	INC002840	31100	51	04-109-243	3,294.00	SAFARI SOFTWARE MAINTENANCE
Check Date	12/28/2006	Check Nbr	010777	Check Total:	3,294.00	
01210 AFFINITY OCCUPATIONAL HEALTH	197707	31100	51	02-105-215	198.00	DRUG SCREENING
Check Date	12/28/2006	Check Nbr	010778	Check Total:	198.00	
01315 AIRGAS NORTH CENTRAL	105128032	31100	55	07-202-300	23.40	ACETYLENE/ARGON/OXYGEN CYL
	105128033	31731	54	10-149-242	55.50	ACETYLENE/ARGON/OXYGEN CYL
Check Date	12/28/2006	Check Nbr	010779	Check Total:	78.90	
01390 ALL DRY CARPET CARE	332567	31100	52	08-101-240	275.00	PUBLIC PROTECTION
Check Date	12/28/2006	Check Nbr	010780	Check Total:	275.00	
01745 APPLETON HYDRAULIC COMPONENTS	13744	31731	54	10-149-383	193.94	MACHINE ROD/SEAL KIT SUPPLIES
Check Date	12/28/2006	Check Nbr	010781	Check Total:	193.94	
01763 APPLETON SIGN COMPANY	25353G-00	31100	52	08-101-295	25.00	#23 SQUAD CAR UNIT APPLIED
Check Date	12/28/2006	Check Nbr	010782	Check Total:	25.00	



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01790 ARING EQUIPMENT CO INC	351867	31731	54	10-149-383	16.94	OIL FILTER
	Check Date	12/28/2006	Check Nbr	010783	Check Total:	16.94
01842 ASSOCIATED APPRAISAL	122706	31100	51	04-107-219	4,709.00	JANUARY SERVICES
	Check Date	12/28/2006	Check Nbr	010784	Check Total:	4,709.00
01920 AVASTONE TECHNOLOGIES LLC	42204-A	31100	51	04-109-214	212.50	UPDATE PARKING TICKET DATABASE
	42203-A	31100	51	04-109-214	42.50	UPDATE LIB DIR WEB PAGE
	Check Date	12/28/2006	Check Nbr	010785	Check Total:	255.00
02040 BADGER HIGHWAYS CO INC	133748	31100	54	10-124-300	66.07	MASON SAND
	Check Date	12/28/2006	Check Nbr	010786	Check Total:	66.07
02050 BADGER LAB & ENGINEERING INC	INV000028462	31741	19	04-520-000	331.00	TEST PIT SAMPLES
	INV000028502	31201	54	10-301-212	252.00	MENASHA UTILITIES
	INV000028462	31741	19	04-520-000	-331.00	DUPLICATE INVOICE
	Check Date	12/28/2006	Check Nbr	010787	Check Total:	252.00
02105 BAHCALL RUBBER CO INC	397644-001	31207	55	07-205-822	11.35	HOSE STEM COUPLER/PLUG
	397642-001	31207	55	07-205-822	348.00	PUSH-ON HOSE
	Check Date	12/28/2006	Check Nbr	010788	Check Total:	359.35
02410 BERGSTROM NEENAH-MENASHA FORD	92713	31731	54	10-149-383	59.93	TENSION
	92745	31731	54	10-149-383	90.31	PUMP
	92842	31731	54	10-149-383	77.15	VALVE
	Check Date	12/28/2006	Check Nbr	010789	Check Total:	227.39
02796 BUBRICK'S	995655	31100	52	08-101-310	67.89	CALENDARS/BINDER
	Check Date	12/28/2006	Check Nbr	010790	Check Total:	67.89

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02816 RUSSELL BURR	122706	31201	54	10-301-212	675.00	REIMBURSE SUMP PUMP/PIT
Check Date	12/28/2006	Check Nbr	010791	Check Total:	675.00	
03045 CALNIN & GOSS INC	11280	31100	55	07-202-300	35.00	SHREDDED TOPSOIL
Check Date	12/28/2006	Check Nbr	010792	Check Total:	35.00	
03585 COMMUNITY HOUSING COORDINATOR	77	31100	56	03-202-216	1,600.00	HOUSING PLAN DECEMBER 2006
Check Date	12/28/2006	Check Nbr	010793	Check Total:	1,600.00	
03730 COUNTRY INNS & SUITES	184549/50	31278	53	09-116-702	1,608.00	LHR PROGRAM
Check Date	12/28/2006	Check Nbr	010794	Check Total:	1,608.00	
03817 CROSS & OBERLIE	6-1863	31100	54	10-202-300	2,109.04	PARKING PERMITS
Check Date	12/28/2006	Check Nbr	010795	Check Total:	2,109.04	
04275 DIGICORPORATION	47932	31100	54	10-304-291	175.00	NO COLLECTION NOTICE
Check Date	12/28/2006	Check Nbr	010796	Check Total:	175.00	

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05100 ELAN CARDMEMBER SERVICE	121306	31100	21	04-289-000	212.67	CLOSE TO MY HEART SUPPLIES
	121306	31100	48	04-319-000	14.10	USPS
	121306	31100	51	01-102-333	66.90	HOLIDAY INN
	121306	31100	51	04-109-214	19.95	ECI GOTOMYPC.COM
	121306	31100	51	04-109-221	18.72	VONAGE
	121306	31100	51	04-109-312	191.85	TONERBOSS LLC
	121306	31100	52	08-101-193	144.00	HERO
	121306	31100	52	08-101-313	139.34	BELL PARTS SUPPLY
	121306	31100	52	08-101-315	39.99	OFFICE MAX
	121306	31100	52	08-101-320	100.00	INTL ASSN OF CHIEF
	121306	31100	52	08-101-333	109.89	KALAHARI RESORT
	121306	31100	53	09-212-300	307.71	NATL PEN COMPANY
	121306	31100	55	06-101-240	138.94	CONSOLIDATED PLASTICS
	121306	31100	55	06-101-311	30.25	USPS
	121306	31100	55	06-101-314	52.90	CESAR MILLAN INC
	121306	31100	55	07-201-300	31.02	FLEET FARM
	121306	31100	55	07-202-240	21.43	MENARDS
	121306	31100	56	03-202-332	25.00	WI GREEN BUILD
Check Date 12/28/2006 Check Nbr 010797 Check Total:					1,664.66	
05187 ENDRIES INTERNATIONAL INC	7417352-00	31207	55	07-205-822	53.34	NUTS/SCREWS/WASHERS
	Check Date 12/28/2006 Check Nbr 010798 Check Total:					53.34
05240 EVANS TITLE COMPANIES INC	65095269	31263	56	03-207-216	35.00	LETTER REPORT/325 KONEMAC
	Check Date 12/28/2006 Check Nbr 010799 Check Total:					35.00
06065 FAMILY THERAPY & ANXIETY CTR	121806	31100	52	08-101-215	752.50	SERVICE PROVIDED
	Check Date 12/28/2006 Check Nbr 010800 Check Total:					752.50
06115 FERRELLGAS	1013009645	31731	54	10-149-300	39.21	LIQUEFIED PETROLEUM GAS
	Check Date 12/28/2006 Check Nbr 010801 Check Total:					39.21

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06365 FORCE AMERICA INC	02073116	31731	54	10-149-383	96.71	PULSE SENSOR
Check Date	12/28/2006	Check Nbr	010802		Check Total:	96.71
07055 GALL'S INC	5861821600020	31100	52	08-101-295	2,313.11	SQUAD LIGHTS/SIREN
Check Date	12/28/2006	Check Nbr	010803		Check Total:	2,313.11
07255 GOLD CROSS AMBULANCE SERVICE	0024903-IN	31100	52	08-109-332	432.50	LAW ENFORCEMENT PROGRAM
Check Date	12/28/2006	Check Nbr	010804		Check Total:	432.50
09010 IACP NET/LOGIN	7234	31100	52	08-101-221	800.00	ANNUAL FEE
Check Date	12/28/2006	Check Nbr	010805		Check Total:	800.00
09330 IOD INCORPORATED	0022-AG-29375	31100	52	08-101-216	9.03	THEDA CLARK/NENNIG
Check Date	12/28/2006	Check Nbr	010806		Check Total:	9.03
10223 JMW CONSTRUCTION INC &	10247	31278	53	09-116-701	10,749.15	LHR PROGRAM
Check Date	12/28/2006	Check Nbr	010807		Check Total:	10,749.15
10332 NANCY JUSTINGER	122706	31201	54	10-301-212	675.00	REIMBURSE SUMP PUMP/PIT
Check Date	12/28/2006	Check Nbr	010808		Check Total:	675.00
11365 KUNDINGER FLUID POWER INC	P-27140-0	31731	54	10-149-383	76.65	HOSE
Check Date	12/28/2006	Check Nbr	010809		Check Total:	76.65
12020 LA FORCE	416892RI	31100	55	07-203-240	945.80	MATERIAL/CHLORINE ROOM/POOL
Check Date	12/28/2006	Check Nbr	010810		Check Total:	945.80
13095 MARSHALL & ILSLEY TRUST CO	122806	31100	21	04-415-000	161.75	FLEX SPEND MEDICAL
Check Date	12/28/2006	Check Nbr	010811		Check Total:	161.75

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13149 MATTHEWS COMMERCIAL TIRE CTR	018225	31731	54	10-149-382	568.22	SUPER ROADMASTER
Check Date	12/28/2006	Check Nbr	010812		Check Total:	568.22
13268 PAT MCNAMEE	122706	31201	54	10-301-212	318.52	REIMBURSE SUMP PUMP/PIT
Check Date	12/28/2006	Check Nbr	010813		Check Total:	318.52
13345 MENARDS-APPLETON EAST	14637	31100	55	07-202-300	38.82	HARDWARE SUPPLIES
Check Date	12/28/2006	Check Nbr	010814		Check Total:	38.82
13370 MENASHA EMPLOYEES CREDIT UNION	122806	31100	21	04-299-020	2,038.00	DEDUCTIONS
Check Date	12/28/2006	Check Nbr	010815		Check Total:	2,038.00
13375 MENASHA EMPLOYEES LOCAL 1035	122806	31100	21	04-299-031	192.00	DEDUCTIONS
Check Date	12/28/2006	Check Nbr	010816		Check Total:	192.00
13435 MENASHA POSTMASTER	122006	31100	55	07-201-311	1,353.89	PARK AND REC BROCHURE
Check Date	12/28/2006	Check Nbr	010817		Check Total:	1,353.89
13480 TOWN OF MENASHA	121906	31100	56	03-202-332	135.00	APA WEB CONFERENCE
Check Date	12/28/2006	Check Nbr	010818		Check Total:	135.00
13716 MOBILE OFFICE DESIGNS INC	06-1680	31100	52	08-101-295	539.92	PARTS
Check Date	12/28/2006	Check Nbr	010819		Check Total:	539.92
13755 MORTON SAFETY	128459	31731	54	10-149-300	47.86	EYEWASH
Check Date	12/28/2006	Check Nbr	010820		Check Total:	47.86
14205 CITY OF NEENAH TREASURER	122706	31100	52	05-201-250	222,210.00	FIRE RESCUE SERVICES
Check Date	12/28/2006	Check Nbr	010821		Check Total:	222,210.00

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16025 PACKER CITY INTERNATIONAL	3263330068	31731	54	10-149-383	12.08	LIGHTS
	3263340065	31731	54	10-149-383	137.76	SEAL/FILTER
	3263350002	31731	54	10-149-383	8.47	LIGHT
	3263330010	31731	54	10-149-383	22.10	CLP/PIPE
	3263340005	31731	54	10-149-383	137.39	PIPE
	3263380045	31731	54	10-149-383	367.75	SUPPLIES
Check Date	12/28/2006	Check Nbr	010822		Check Total:	685.55
16095 PARTS ASSOCIATES INC	PAI0597026	31731	54	10-149-300	184.59	CABLE TIES/DRILL BITS/MISC
	Check Date	12/28/2006	Check Nbr	010823	Check Total:	184.59
16460 MIKE PORTER	122706	31201	54	10-301-212	637.50	REIMBURSE SUMP PUMP/PIT
	Check Date	12/28/2006	Check Nbr	010824	Check Total:	637.50
18370 RIESTERER & SCHNELL INC	472055	31741	19	04-530-000	5,895.00	
	Check Date	12/28/2006	Check Nbr	010825	Check Total:	5,895.00
18430 ROLAND MACHINERY CO	21027763	31731	54	10-149-383	6,888.89	CIRCLE WELDMENT
	Check Date	12/28/2006	Check Nbr	010826	Check Total:	6,888.89
18535 JOE RYAN	122706	31201	54	10-301-212	662.50	REIMBURSE SUMP PUMP/PIT
	Check Date	12/28/2006	Check Nbr	010827	Check Total:	662.50
19005 S&R COMPOST SERVICES INC	016481	31266	54	10-308-216	9,111.05	MACHINE HOURS/FUEL
	Check Date	12/28/2006	Check Nbr	010828	Check Total:	9,111.05
19065 SAGE INC	213225	31100	52	08-101-295	24.00	MEDECO KEY
	Check Date	12/28/2006	Check Nbr	010829	Check Total:	24.00

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19146 COREY SCHEFFLER	122706	31201	54	10-301-212	675.00	REIMBURSE SUMP PUMP/PIT
	Check Date	12/28/2006	Check Nbr	010830	Check Total:	675.00
19185 SCHMIDT ENGINEERING & EQUIPMEN	123561	31731	54	10-149-383	1,250.34	BEARINGS/BUSHINGS/PINS
	Check Date	12/28/2006	Check Nbr	010831	Check Total:	1,250.34
19242 DAVID SCHWAEGLER	122706	31201	54	10-301-212	655.00	REIMBURSE SUMP PUMP/PIT
	Check Date	12/28/2006	Check Nbr	010832	Check Total:	655.00
19370 DR TERESA SHOBERG	122706	31100	53	09-102-215	150.00	CITY PHYSICIAN JANUARY
	Check Date	12/28/2006	Check Nbr	010833	Check Total:	150.00
19688 STEVEN M STEINMETZ	112106	31201	54	10-301-212	430.00	REIMBURSE SUMP PUMP/PIT
	Check Date	12/28/2006	Check Nbr	010834	Check Total:	430.00
19704 JASON STOFFEL	122706	31201	54	10-301-212	625.00	REIMBURSE SUMP PUMP/PIT
	Check Date	12/28/2006	Check Nbr	010835	Check Total:	625.00
19748 TIM STYKA	122606	31100	52	08-101-191	2,000.00	REIMBURSE SCHOOL
	Check Date	12/28/2006	Check Nbr	010836	Check Total:	2,000.00
21035 KRISTIN UJAZDOWSKI	122706	31201	54	10-301-212	79.90	REIMBURSE SUMP PUMP/PIT
	Check Date	12/28/2006	Check Nbr	010837	Check Total:	79.90
21226 US OIL CO INC	M71018	31731	54	10-149-300	549.45	PENZOIL MULTIVEH ATF
	L29622	31731	54	10-149-242	12.00	SAMPLE
	Check Date	12/28/2006	Check Nbr	010838	Check Total:	561.45

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21280 USCM PAYROLL PROCESSING	122806	31100	21	04-419-000	975.00	DEFERRED COMP
	Check Date	12/28/2006	Check Nbr	010839	Check Total:	975.00
22045 VALLEY CAMERA	21536	31100	52	08-101-300	10.50	PROCESSING
	Check Date	12/28/2006	Check Nbr	010840	Check Total:	10.50
22310 VARITECH INDUSTRIES INC	108943	31731	54	10-149-383	431.50	COUPLERS/VALVE/GAUGE
	Check Date	12/28/2006	Check Nbr	010841	Check Total:	431.50
22450 VISU-SEWER CLEAN & SEAL INC	18921	31201	54	10-301-822	11,250.00	MANHOLE GROUTING
		31201	54	10-301-822	-11,250.00	DUPLICATE PAYMENT
	Check Date	12/28/2006	Check Nbr	010842	Check Total:	0.00
23130 WAVERLY SANITARY DISTRICT	122106	31485	54	10-111-212	2,963.00	NATURE'S WAY
	122106	31485	54	10-111-212	1,322.00	NATURE'S WAY
	122106	31485	54	10-111-212	328.00	PROVINCE TERRACE
	122106	31485	54	10-111-212	847.00	PROVINCE TERRACE
	Check Date	12/28/2006	Check Nbr	010843	Check Total:	5,460.00
23152 WE ENERGIES	121906	31100	12	04-399-000	784.96	
	121906	31100	51	10-115-224	1,637.67	
	121906	31100	52	08-101-224	1,083.99	
	121906	31100	53	09-212-224	269.09	
	121906	31731	54	10-149-224	842.07	
	121906	31100	55	06-101-224	1,796.02	
	121906	31100	55	07-202-224	788.27	
	121906	31100	55	07-203-224	22.10	
	121906	31207	55	07-205-224	53.92	
	Check Date	12/28/2006	Check Nbr	010844	Check Total:	7,278.09



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23165 WEST PAYMENT CENTER	812632515	31100	51	02-103-322	92.70	INFORMATION CHARGES
Check Date	12/28/2006	Check Nbr	010845	Check Total:	92.70	
23275 WINNEBAGO COUNTY TREASURER	DECEMBER	31310	57	04-101-610	2,327.23	PRINCIPAL
	DECEMBER	31310	57	04-201-620	672.77	INTEREST
	DECEMBER	31457	21	04-101-000	1,500.00	
	DECEMBER	31310	57	04-101-610	1,513.00	PRINCIPAL
	DECEMBER	31310	57	04-201-620	637.00	INTEREST
Check Date	12/28/2006	Check Nbr	010846	Check Total:	6,650.00	
23310 WISCONSIN ALLIANCE OF CITIES	122706	31100	51	01-102-320	3,130.00	2007 MEMBERSHIP DUES
Check Date	12/28/2006	Check Nbr	010847	Check Total:	3,130.00	
23455 WISCONSIN SUPPORT COLLECTIONS	122806	31100	21	04-299-015	436.31	CHILD SUPPORT
	122806	31100	21	04-299-016	138.40	SPOUSAL SUPPORT
Check Date	12/28/2006	Check Nbr	010848	Check Total:	574.71	
26288 TOM ZELINSKI	122706	31201	54	10-301-212	78.00	REIMBURSE SUMP PUMP/PIT
Check Date	12/28/2006	Check Nbr	010849	Check Total:	78.00	
26350 ZEP MANUFACTURING CO	30270999	31731	54	10-149-300	55.18	ZEP 40
Check Date	12/28/2006	Check Nbr	010850	Check Total:	55.18	
Grand Total:					320,617.21	

ORDINANCE O - 37 - 06

AN ORDINANCE RELATING TO RECREATIONAL FIRES

Introduced by Alderman Taylor

The Common Council of the City of Menasha does ordain as follows:

SECTION 1: Sec. 5 – 2 – 7 (b) (1) e. 21 is created to read as follows:

Any property owner who has obtained the permit specified in sec. 14 above as of December 31, 2006 shall not be obligated to obtain another permit so long as that property owner owns the dwelling for which the permit was obtained. Such permit shall expire when the property owner obtaining the permit no longer owns the property.

SECTION 2: Sec. 5 – 2 – 7 (b) (1) e. 22 is created to read as follows:

Any property owner who obtains the permit specified in sec. 14 above after December 31, 2006 shall not be obligated to obtain another permit so long as that property owner owns the dwelling for which the permit was obtained. Such permit shall expire when the property owner obtaining the permit no longer owns the property.

SECTION 3: This ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2006.

\_\_\_\_\_  
Joseph F. Laux, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Galeazzi, City Clerk

ORDINANCE O - 39 - 06

AN ORDINANCE RELATING TO PROHIBITED LEFT TURNS (various locations)

Introduced by Alderman Wisneski

The Common Council of the City of Menasha does ordain as follows:

SECTION 1: Sec. 10 – 1 – 17 (a) (1) is repealed.

SECTION 2: Sec. 10 – 1 – 17 (a) (2) is repealed.

SECTION 3: Sec. 10 – 1 – 17 (a) (4) is repealed and recreated to read as follows:

- (4) Racine Street onto Third Street while such vehicle is proceeding in a northerly direction in the right lane or center lane upon said Racine Street and is about to enter Third Street.

SECTION 4: Sec. 10 – 1 17 (a) (15) is repealed and recreated to read as follows:

- (15) Racine Street Bridge onto Main Street while such vehicle is proceeding in a northerly direction in the right lane upon said Racine Street Bridge.

SECTION 5: Sec. 10 – 1 – 17 (a) (16) is repealed.

SECTION 6: This ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Joseph F. Laux, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Galeazzi, City Clerk

Attorney's Note: This ordinance eliminates the prohibition against left turns northbound at Tayco and Water. In preparing this ordinance, it was discovered that there were others that needed amending due to changed circumstances. I have included the current 10-1-17 for comparison purposes.

**SEC. 10-1-17 RIGHT TURNS, LEFT TURNS AND U TURNS PROHIBITED AT CERTAIN LOCATIONS.**

- (a) **LEFT TURNS PROHIBITED.** It shall be unlawful for an operator of any vehicle to make a left turn from:
- (1) Water Street onto Tayco Street while such vehicle is proceeding in a westerly direction upon said Water Street and is about to enter Tayco Street.
  - (2) Tayco Street onto Main Street while such vehicle is proceeding in a southerly direction upon Tayco Street and is about to enter Main Street.
  - (3) Third Street onto Racine Street while such vehicle is proceeding in an easterly direction in the right lane upon said Third Street and is about to enter Racine Street.
  - (4) Racine Street onto Third Street while such vehicle is proceeding in a northerly direction in the right lane upon said Racine Street and is about to enter Third Street.
  - (5) Third Street onto DePere Street while such vehicle is proceeding in an easterly direction in the right lane upon said Third Street and is about to enter DePere Street.
  - (6) DePere Street onto Third Street while such vehicle is proceeding in a northerly direction in the right lane upon said DePere Street and is about to enter Third Street.
  - (7) DePere Street onto Third Street while such vehicle is proceeding in a southerly direction in the right lane upon said DePere Street and is about to enter Third Street.
  - (8) Third Street onto DePere Street while such vehicle is proceeding in a westerly direction in the right lane upon said Third Street and is about to enter DePere Street.
  - (9) Milwaukee Street onto Third Street while such vehicle is proceeding in a northerly direction in the right lane upon said Milwaukee Street and is about to enter Third Street.
  - (10) Ahnaip Street onto Racine Street while such vehicle is proceeding in an easterly direction in the right lane upon said Ahnaip Street.
  - (11) Ahnaip Street onto Nicolet Boulevard while such vehicle is proceeding in a westerly direction in the right lane upon said Ahnaip Street.
  - (12) Racine Street bridge onto Keyes Street or to proceed straight ahead onto Naymut Street while such vehicle is proceeding in a southerly direction in the right lane upon said Racine Street bridge.
  - (13) Racine Street onto the Racine Street bridge while such vehicle is proceeding in a southerly direction in the right lane upon said Racine Street.

- (14) Main Street onto Racine Street while such vehicle is proceeding in an easterly direction in the right lane upon said Main Street.
- (15) Racine Street bridge onto Racine Street while such vehicle is proceeding in a northerly direction in the right lane upon said Racine Street bridge.
- (16) Tayco Street onto Water Street while such vehicle is proceeding in a northerly direction.

RESOLUTION R - 01 - 07

A Resolution Pertaining to Televising Common Council Meetings

Introduced by Mayor Laux

WHEREAS, the City of Menasha Common Council televised Common Council, Administration Committee, Personnel Committee and Board of Public Works meetings in 2006; and

WHEREAS, the Common council failed to approve the extension of the televising contract with UW – Fox Valley for 2007 on a 4-4 vote; and

WHEREAS, the vote, public comments and arguments of Aldermen suggest a strong division among the City of Menasha residents on the issue of televising meetings; and

WHEREAS, the City has the authority to submit to the electors advisory referendum questions; and

NOW THEREFORE BE IT RESOLVED by the City of Menasha Common Council with the Mayor concurring that the City of Menasha shall submit to the electors in the April 2007 election the following advisory referendum question:

Shall the City of Menasha spend up to \$20,000 every year to televise Common Council meetings.

BE IT FURTHER RESOLVED by that the City Clerk and City Attorney shall comply with all Wisconsin Statutes to insure the placement of this advisory referendum question on the April 2007 ballot; and

Passed and approved this \_\_\_\_\_ day of January 2007.

\_\_\_\_\_  
Joseph F. Laux, Mayor

\_\_\_\_\_  
Deborah A. Galeazzi, City Clerk